THE LANDLORD AND TENANT ACT, 1927 .. p. 666
AMENDMENT OF COUNTY COURT PLAINT .. p. 668

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VOL. LXXV. **Saturday, October 10, 1931.** No. 41

Current Topics: Commissioner of Metropolitan Police — Cambridge University Press—Freedom of Contract: A Notable Vindication—An Infant's Trading Debts 665
The Landlord and Tenant Act, 1927 666
Company Law and Practice 667
Amendment of County Court Plaint 668
A Conveyancer's Diary 668
Landlord and Tenant Notebook .. 669
Our County Court Letter 670
In Lighter Vein 670
Points in Practice 671
The Law Society at Folkestone .. 672
Circuits of the Judges 673
Court Papers 674
Societies 678
Stock Exchange Prices of Certain Trustee Securities 678

Current Topics.

Commissioner of Metropolitan Police.

The office of Commissioner of the Metropolitan Police, from which Lord Byng has retired, and to which Lord Trenchard has been appointed, has been evolved in a curious fashion. In 1829 Sir Robert Peel, who was then Home Secretary, carried through Parliament the Act which created the Metropolitan Police, and from the fact of his authorship of the measure are derived the names which the members of the force still popularly bear of "bobbies" and "peelers." By that Act, which Dicey has called "a stroke of intensely unpopular but very beneficent statesmanship," it was provided that His Majesty should "cause a new police office to be established in the City of Westminster, and by warrant under his sign manual appoint two fit persons as justices of the peace of the Counties of Middlesex, Surrey, Hertford, Essex, and Kent and all liberties therein, to execute the duties of justices of the peace at the said office . . . together with such other duties as shall be specified or as shall be from time to time directed by one of His Majesty's principal Secretaries of State for the more efficient administration of the police." Although the persons to be appointed were to be justices of the peace for the counties named, a restriction was placed upon the powers they would otherwise have had to act in a judicial capacity, and in fact they were practically confined to executive functions. By the Metropolitan Police Act, 1839, the two justices appointed under the provisions of the former statute were to be styled "Commissioners of Police of the Metropolis." By a later statute of 1856 one Commissioner instead of two could be appointed, and the salary was then fixed at £1,500 a year, and two Assistant Commissioners could be associated with him in the discharge of the duties, which tended to become more and more onerous year by year. Later legislation has enabled the number of Assistant Commissioners to be increased. The two first holders of the office of Commissioners were Sir Charles Rowan, who was selected by Peel as a "military man conversant with the duties of the police system in Ireland," and Sir Richard Mayne, who was chosen as a "sensible lawyer." Both acted for many years together with satisfactory results; then Sir Charles Rowan retired, and after the death of his successor Sir Richard Mayne became sole Commissioner, continuing to act as such till his death in 1868. Since then there has been a succession of able men in charge of the force, but none of them has found the post exactly a bed of roses, and yet the work has been carried out with great efficiency. The appointment to the office is by the King on the nomination of the Home Secretary.

Cambridge University Press.

Among the various exhibitions open in London at the present time not the least interesting and instructive is that organised by the Syndics of the Cambridge University Press, in which, in addition to a full display of their current publications, there is on view a collection of old books and documents illustrating the history of the University Press from early days after the introduction of printing, including the copy of the first edition of Milton's "Lycidas," with corrections in the poet's hand. While such an exhibit may appeal more potently to the student of *belles-lettres*, there are others in the collection which have a special interest to the lawyer as such, for Cambridge has for long specialised in legal literature; indeed some of the most notable books we have in law have been issued from the University Press. Among these must be included Pollock and Maitland's "History of English Law," the "Collected Papers," and a number of other volumes from the pen of Professor Maitland, who did more than any other to throw light on the early history and gradual development of our system of jurisprudence, and who, in addition to an almost superhuman knowledge of his subjects, possessed the art of clothing his writings in language full of grace and charm which few others who have touched on law could emulate. In addition to those mentioned, the late Dr. Courtney Kenny's masterly volumes on Contract, Criminal Law and Tort came from the University Press and were admirably produced as well as admirably compiled. It may not be generally remembered that Cambridge University, like Oxford, possesses certain privileges in the matter of copyright. Under an Act of George III the Universities were given perpetual copyright in works bequeathed to them, so long as they printed them at their own press and for their sole benefit. That Act was repealed by the Copyright Act, 1911, but any copyrights already possessed under the statute of 1775 are preserved to them. As is well known, the Universities, like the King's Printer, enjoy certain privileges under patents from the Crown in connexion with the printing and publication of the authorised version of the Bible and Prayer Books.

Freedom of Contract: A Notable Vindication.

The report, recently issued, of the Price Maintenance Agreements Committee, presided over by Mr. Wilfrid Greene, K.C., has been received with universal satisfaction except in certain interested quarters from which was engineered an agitation that was the real cause of the appointment of the Committee. The trouble chiefly arose out of a dispute between certain "multiple" trading concerns and the manufacturers of certain proprietary articles who refused to furnish supplies to retail traders who undersold their neighbours, thereby

depriving them of the reasonable profit allowed by the manufacturer and incidentally in that way encouraging the evil known as "substitution." The report of Mr. GREENE'S Committee is a complete vindication of the right of the proprietor of any advertised article to withhold supplies from distributors, who in order to attract custom offer the article at less than its advertised price. The Committee in the course of the report observe that :—

"the extent to which the exigencies of the day and the trend of social and commercial development may justify legislative interference with the freedom of contract and the right of combination is a matter which attracts acute controversy. But where a particular form of interference is asked for we conceive that the burden of justifying it upon grounds of public policy as distinct from individual grievance lies upon those who advocate it, and that we ought only to recommend a change in the law if we are satisfied that it would be in the public interest. It appears to us that the maintenance of freedom of contract and the right to combine is as much a matter of public interest in the sphere of commerce as it is in that of employment. It is inevitable that this freedom should lead to hardship in individual cases."

This is an epitome of legal principles applicable to trade relationships generally ; and there can be no two opinions as to the right of a man who has invented, say, a proprietary medicine, and has spent large sums of money in getting it known, to refuse to supply distributors who deliberately injure his sales by the "price-cutting" method in question.

An Infant's Trading Debts.

IN *Parnell* v. *Phillip*, a case recently heard at Portsmouth, Judge BARNARD LAILEY, K.C., ruled that the defendant, an infant, was not liable for the balance of the price of a motor-car, though it was reasonably required in connexion with his business, which was that of a commercial traveller. In a previous case he had held that goods purchased by an infant for the purpose of re-sale in trade were not legally "necessaries," and he could make no distinction between the two business contracts. He added that it was not the policy of the law to lend countenance to trading by infants. He had also failed, after some search, to find any case in which it had been held that the purchase of chattels for trade purpose by an infant had been held good on the ground that it was for his benefit. In the face of *ex parte Jones* (1881), 18 C.D. 120, it might have been difficult for the learned judge to have arrived at any other conclusion, for JESSEL, M.R., distinctly there ruled that goods supplied by way of trade could not be regarded as necessaries. Nevertheless, in *Hill* v. *Arbon* (1876), 34 L.T. 125, a strong Divisional Court, consisting of COCKBURN, C.J., and BLACKBURN and LUSH, JJ., held that certain riding equipment, sold to a harness-maker's son who was also manager of his father's farm, was necessary, having regard to his station in life, i.e., to the work he was doing. The distinction between saddle and bridle for the manager of a farm, and a motor-car for a commercial traveller, may be considered a fine one. There are, of course, a number of cases where an infant's professional contracts have been held to bind him, such as *Roberts* v. *Gray* [1913] 1 K.B. 520, and *Mackinlay* v. *Bathurst* (1919), 36 T.L.R. 31, though it is fair to say that in each instance—the defendant in *Roberts* v. *Gray* being a young billiard player, and in *Mackinay* v. *Bathurst* a singer—there was an element of education in the contract. Putting the case that a youth had no means of earning his living save by the violin, it appears a reasonable corollary that a violin would be a necessary for him, and if a violin for a violinist, it is not a long step to say that goods to sell are necessary for a retailer, though probably this could only be held by the House of Lords overruling *Re Jones, supra*. In any case, the policy of the law should not handicap an infant who desires to earn his living.

The Landlord and Tenant Act, 1927.

ITS ADMINISTRATION AND SOME RECENT DECISIONS.

By S. P. J. MERLIN, Barrister-at-Law.

THE above Act has now been in operation since March, 1928, and although the forecast of Lord CARSON in the debate in the House of Lords that its enactment would mean two million lawsuits for the nourishment of the legal profession has not as yet been fulfilled, it has undoubtedly introduced novel problems and factors into the conduct of all disputes and negotiations for new leases and tenancies relating to business premises. The estimated figure of two millions was based on the statement of Lord CAVE that the Act would affect—as it in fact does—that number of leases of business premises.

Like many other statutes which have come into operation in recent times, its practice has run somewhat contrary to the prediction of its sponsors and supporters in Parliament. For example, tenants have so far paid little attention to and taken small advantage of the coded provisions of ss. 1, 2 and 3 of the Act, which give them considerable rights to make reasonable and suitable *improvements* to their holdings, and to claim compensation for the same at the end of their terms.

Then, again, the provisions of s. 4, which expressly entitle an outgoing tenant of business premises, in certain specified circumstances, to monetary compensation from the landlord for the loss of goodwill, when he is forced to vacate his premises at the end of his lease, have been surprisingly disappointing in their operation and results. This outcome is largely due to the stultifying effect on a tenant's case of the provisoes in the said section which limit and curtail his rights to an extent which was probably never anticipated by the framers of the Act. When the Act comes to be amended this is one of its features which may possibly receive attention.

On the other hand, s. 5, which gives a tenant of business premises the alternative right, in a proper case, to a new lease of his holding, has unexpectedly disclosed itself in practice to be of great assistance to tenants possessed of deserving claims, and, indeed, also to those who have boldly launched undeserving ones. It has been found by negotiators that a large proportion of landlords, however valid some of their defences may be, are averse to contesting their tenants' claims and to incur the unpopular stigma which the reputation of a grasping or litigious landlord may entail. The result of this attitude is that the Act has in hundreds of cases proved to be of great assistance to tenants as a basis in their negotiations for new leases. I do not think it would be far out to say that out of every hundred cases in which "notices of claims" for new leases or compensation have been served, not more than two per centum on an average have proceeded to final judgment, and it has been the common experience of nearly all the referees appointed to deal with these claims to find that quite three-fourths of them are settled—on terms more or less favourable to the tenants—at some stage after the matters have been referred to them by the court, but before the trial has been commenced. The conclusion to be drawn from the statistics relating to the notices and claims which have so far been served and made is that the Act has been exceedingly helpful to tenants in their negotiations for new leases and otherwise, and that it is advisable for tenants in the majority of cases, when nearing the end of their terms, to take the preliminary steps prescribed by the Act in respect of the notices mentioned in ss. 4 and 5 of the statute.

With reference to recent decisions under the Act, there have been comparatively few of note. This is due to the fact that many cases involving important questions and principles have been settled after they were launched, but without further authoritative adjudication than was perchance contained in the report of the referee. However, there are a few decisions which should be noted.

In the consolidated or associated cases of *Fairclough & Sons Ltd.* v. *Berliner* and *Berliner* v. *Fairclough & Sons Ltd.* the question arose as to whether one of two joint lessees could claim a "new lease," where the other lessee preferred to give up possession. The question emerged out of the following facts: The company, as lessors, after serving a schedule of dilapidations and two notices on B and L, who were joint lessees, brought this action, by which they sought against both defendants to recover possession of premises comprised in two leases. The leases contained full repairing covenants which the defendants had neglected to perform. The defendants originally appeared by the same solicitors and put in a defence signed by counsel on their behalf, but at the date of the hearing the defendant L appeared by another counsel instructed by another firm, while B did not instruct solicitors and appeared in person. L asked for relief against the forfeiture under s. 146 (2) of the Law of Property Act, 1925, B did not desire such relief, preferring to give up possession. Hereon it was held: That relief against forfeiture, where there are joint lessees, cannot be granted on the application of only one of them, and MAUGHAM, J., said: "The company has a right to an order for possession of the premises and to an inquiry as to damages sustained by it by reason of the breaches of the covenants, regard being had to the provision of s. 18 (1) of the Landlord and Tenant Act, 1927, and I think that it would be convenient if the order contained an admission on behalf of the company that it proposes, after the termination of the tenancy, to convert the premises into a machine shop for an extension of its existing garage." In the second action (as reported in 74 SOL. J. 703), a new lease or, alternatively, compensation under the Landlord and Tenant Act, 1927, was claimed, but B did not now support this claim, and in view of the above decision in the other action these claims did not arise for consideration.

In the case of *Terroni* v. *Morelli*, *The Times*, 17th January, 1931, we have an example of a set of facts which properly entitle a tenant to a substantial sum as monetary compensation for the loss of his goodwill under s. 4 of the Act. Herein the plaintiffs had a lease of business premises occupied by them as eating-house keepers. Before the lease expired, the defendants, who carried on a similar business to the plaintiffs, purchased the reversion expectant. When the plaintiffs claimed a new lease under s. 5 of the Act, the defendants set up the valid defence to a claim for a new lease that they required the premises for their own occupation. The court refused to order the grant of a new lease, but inasmuch as it was proved that the defendants would benefit by the goodwill of the dispossessed plaintiffs, the latter were awarded the sum of £1,393 as compensation for the loss of goodwill under s. 5 (2). This figure was calculated on the basis of £150 (the amount by which the referee found that the plaintiffs had increased the annual value of the premises), calculated at fourteen years' purchase and discounted at 6 per centum under the actuarial tables in "Whitaker."

One of the latest decisions on the moot question as to whether a plaintiff under this Act can make and proceed with a double-barrelled claim for a "new lease" under s. 5, or monetary compensation under s. 4, is that of *Tates Ltd.* v. *Hartley*, tried before Judge LANGMAN at Grimsby County Court last year. There the plaintiffs claimed "a new lease or, alternatively, £5,071 compensation." The court held that they could not make the alternative application, but must apply for one or the other.

NEW RECORDER OF RYE.

The King has approved a recommendation of the Home Secretary that Mr. Eustace Cecil Fulton be appointed Recorder of Rye to succeed the late Sir John Mitchell.

Mr. Fulton, who is a son of the late Sir Forrest Fulton, K.C., for many years Recorder of the City of London, was called to the Bar by the Middle Temple in 1904. He has been second senior Treasury Counsel at the Old Bailey since 1928.

Company Law and Practice.

XCVIII.

(*Continued from p.* 654.)

SCOTLAND.

II.

WE were discussing last week the case of a company registered in Scotland but carrying on business in England, which issues debentures charging its property in England, and we saw that, where a floating charge is given by such debentures, the creditors who would, if the company were registered in England, be preferential creditors, may, when the security comes to be enforced, find themselves without their preference. This can hardly have been intended by the legislature, it is submitted; but there is another strange result, which may or may not be intentional. It will be remembered that s. 177 of the Companies Act, 1929, provides that, when a winding up order has been made, or a provisional liquidator has been appointed, no action or proceeding is to be proceeded with or commenced against the company except by leave of the court, and subject to such terms as the court may impose. This section very frequently operates in an ordinary debenture-holders' action, and in such a case leave to proceed is given more or less as a matter of course. Under r. 42 of the Winding Up Rules, 1929, such an action is automatically transferred to the judge exercising the winding up jurisdiction, but leave must nevertheless be obtained before it can be proceeded with. A summons is taken out for the purpose of obtaining it, and this summons will be taken out in the winding up, and not in the debenture-holders' action.

But take the case of a debenture-holders' action concerned with the English assets of a Scottish company: s. 177 makes it necessary to apply to the Court of Session, or other the court engaged in winding up the company (it might be the sheriff court, see s. 166) for permission to proceed with an action pending in England, a situation which seems somewhat absurd. This conclusion follows from the definition contained in s. 380 (1) of the word "court," which is as follows: "'The court' used in relation to a company means the court having jurisdiction to wind up the company." Applying this definition to s. 177 an application to the Scottish court is seen to be inevitable, for it is not reasonable to argue that this is a case where the context otherwise requires, within the meaning of s. 380 (1). As a matter of fact, when applying the definition, whether in England or Scotland, it is necessary to whittle it down a little further, for application must obviously be made, not to any court having jurisdiction to wind up the company, but to the court which is actually engaged on winding up the company. Whatever rhyme or reason can there be in compelling a litigant in England, enforcing a claim to his own property (subject, of course, to any equity of redemption subsisting in the company), to go cap in hand to what is, for this purpose, a foreign tribunal, and ask for permission to proceed with the enforcement of his security, that security being, perhaps, a floating charge, which is a thing unknown in a narrow sense of the word to (and might one say, possibly not thoroughly understood by) the Scottish lawyer.

The Companies Act, 1929, did introduce a provision of some practical importance with regard to companies of this nature, for s. 370 (2) and (3) provide that where a company registered in Scotland carries on business in England, the process of any court in England may be served on the company by leaving it at or sending it by post to the principal place of business of the company in England, addressed to the manager or other head officer in England of the company, and that the person issuing out such process must send a copy thereof by post to the registered office of the company. This may prove useful, because previously service could not be effected in England, but the Scot may enquire why there is not reciprocity in this matter, for if an English company

carries on business in Scotland, why should it not be possible to serve it in Scotland ?

The local nature of the jurisdiction with regard to companies registered under the Acts has necessitated the making of some provision for the enforcement in the countries concerned of orders made in the winding up of companies in another of the countries subject to the control of the British legislature. This is now done by s. 223 of the Companies Act, 1929, which provides that any order made by the court in England for or in the course of winding up a company shall be enforced in Scotland and Northern Ireland in the courts that would respectively have jurisdiction in respect of that company if registered in Scotland or Northern Ireland and in the same manner in all respects as if the order had been made by those courts. There is a like provision with regard to the enforcement in England and Northern Ireland of orders made by the court in Scotland. It will be noticed, however, that this section does not deal with the enforcement of orders made by the court in Northern Ireland, but this is not a *casus omissus*, because s. 180 (2) of the Companies (Consolidation) Act, 1908, which still applies to Northern Ireland, covers the point. Section 384 of the Companies Act, 1929, preserves the *status quo* so far as Northern Ireland is concerned. What the justification for keeping in existence, side by side, two differing systems of company law, is, the writer does not know, unless it is a political question, but it seems a little strange. One can only say that the lot of the lawyer in Northern Ireland must be a less unhappy one than that of his confrere in England, for he escaped the property legislation of 1925, and has also escaped this bulky statute, which, though strictly speaking only a consolidating Act, contains a vast amount of fresh matter.

(*To be continued.*)

Amendment of County Court Plaint.

WHERE a landlord brings an action in the County Court for ejectment under s. 59 of the County Courts Act, 1888, and it appears on the evidence that the action ought to have been brought to recover possession of the premises under s. 138 of that Act, the question arises whether there is power in the County Court judge to amend the plaint, to enable the action to proceed under s. 138 as an action to recover possession of the premises.

In the recent case of *Davy* v. *Magnus and Others*, the plaintiff, the freeholder, brought an action in the County Court to recover possession of certain premises in Upper Clapton-road. The plaint was marked under s. "59," and when the matter came before the County Court judge, he held that the proceedings had been commenced under s. 59 of the County Courts Act, 1888, and constituted an action in ejectment, and he decided that the proper remedy was to have brought an action under s. 138 of that Act, to recover possession of the premises. Thereupon an application was made to the learned judge to amend the proceedings.

There is an important difference between s. 59 and s. 138 of the Act of 1888, with regard to the power of amendment, because by s. 59, sub-s. (2), as amended by s. 7 of the County Courts Act, 1924, and Ord. V, r. 3A of the County Court Rules, express power is given to amend proceedings brought under s. 138 or s. 139 of the Act of 1888, into proceedings under s. 59 of that Act, but there is no express power to amend proceedings brought under s. 59 into proceedings under s. 138. Accordingly, the County Court judge declined to amend the plaint, holding that he had no power to do so.

The Divisional Court pointed out that as s. 59 gave much wider powers of enforcement to a plaintiff than s. 138 did, the legislature might well have thought that in order to make the procedure of s. 59 available to proceedings which had been begun under s. 138, express power of amendment should be given. But the learned judges (SWIFT, J., and CHARLES, J.) of the Divisional Court were quite satisfied that under the power of amendment contained in s. 87 of the County Courts Act, 1888, there was ample power in the County Court judge to amend the proceedings from s. 59 to s. 138. By s. 87: "The judge may at all times amend all defects and errors in any proceedings in the court, whether there is anything in writing to amend by or not, and whether the defect or error be that of the party applying to amend, or not; and all such amendments may be made with or without costs, and upon such terms as the judge may think just; and all such amendments as may be necessary for the purpose of determining the real question in controversy between the parties shall be so made, if duly applied for."

In *Davy* v. *Magnus and Others*, the amendment was applied for. In the opinion of the Divisional Court, it ought to have been granted. The court expressed the view that up to the last moment before final judgment was pronounced, it was the duty of the County Court judge, on proper terms, to so adjust the proceedings that the rights and obligations of the parties as disclosed by the evidence might be enforced. If any amendment was necessary to determine the real points at issue and to give effect to the rights of the parties, the court had power to make it, and ought to make it, subject to an order dealing with the costs.

A Conveyancer's Diary

Appointment of New Trustees for purposes of the Statutory Trusts.

I have been asked to write upon this subject and, in fact, have been obliged to deal with it in actual practice quite recently. There seems to be a difference of opinion upon it, although I should have thought that, in view of the authorities, there could be only one answer to the question which arises.

I will endeavour to put it as shortly and simply as possible.

A and B were devisees in trust under a will of a testator who died before 1926, and held the property devised to them upon trust for persons in undivided shares. After 1925 B died, and in exercise of the statutory power A appointed C to be a trustee of the will in the place of B. The deed of appointment, after reciting the will and the death of B, purported to appoint C to be a trustee of the will in the place of B. No reference was made to the statutory trusts.

Of course, one would have said at once that C became a trustee with A for all the purposes of the will, including the purposes which had been imposed upon the trustees of the will by the L.P.A., 1925. That would appear to be a perfectly sensible, and indeed obvious, result of the appointment. But is it so ? I very much doubt it.

There have been several cases which show that the statutory trusts, where they arise, so far supersede the trusts expressed in the instrument under which the property concerned is held in undivided shares, that the trusts declared in the instrument, be it will or deed, are to be altogether disregarded.

The earliest reported case, so far as I know, is *Re Flint* [1927] 1 Ch. 570.

In that case it was held that a right of pre-emption which had been given by a will could not be enforced because the statutory trusts applied and superseded the trusts of the will.

I have always regarded that, and still regard it, as a most iniquitous decision. It holds, however, and has been followed.

A far more important decision on the same lines is *Bernhardt* v. *Galsworthy* [1929] 1 Ch. 549.

The facts in that case were, so far as material, that before 1926 a decree had been made in an administration action and a receiver appointed by the court. From the commencement of the L.P.A., 1925, the sole trustee of the will, who was, as it happened, the Public Trustee, held the property upon the statutory trusts, or, as the reporter in the "Law Reports" prefers to put it, "became invested with the statutory trusts for sale."

The statutory trusts, therefore, supersede and take the place of the express trusts, with the result that an appointment of a trustee of the will, or other instrument under which the property is held in undivided shares, will not suffice. The appointment should be for the purposes not of the will or other instrument, but for the purposes of the statutory trusts.

That, of course, is a somewhat ridiculous result of the cases, and one which was, I suppose, never contemplated by the learned judges responsible for the decisions.

There are two other cases to which I ought to refer.

One is *Re Thomas* [1930] 1 Ch. 194, where Farwell, J., relying upon the cases to which I have referred, held that a power of appropriation given to trustees of a will who held for persons in undivided shares, was not exercisable by the trustees after they became trustees holding upon the statutory trusts which entirely superseded the trusts of the will.

The other case is *Re Pedley* [1927] 2 Ch. 168, where Russell, J., held that a power in a will to a solicitor-trustee to charge was good, even though the statutory trusts had become applicable. That, of course, was before the decisions in *Bernhardt* v. *Galsworthy* and *Re Thomas*, although after that in *Re Flint*, and can hardly, I think, be regarded as an authority on this point.

I am told of another case, *Re Wilson*, which is not reported, in which Astbury, J., is said to have decided that an appointment of a trustee for the purposes of a will was a good appointment for the purposes of the statutory trusts. I must try to obtain further information about that case, but I doubt whether it could be looked upon as an authority for such a proposition.

Landlord and Tenant Notebook.

Terms Granted by Lessees.

A tenant for years who grants a term equal to or extending beyond what remains of his own effects an assignment: this was first so held in *Hicks* v. *Downing* (1696), 1 Ld. Raym. 99. It has been said that if the second grant be a parol one, the absence of a deed prevents this effect; the question is doubtful, as assignments by operation of law are well recognised. It seems safe to assume, however, that an interpretation favouring an unintended assignment would not willingly be adopted. In the past, the courts have considered grants by tenants for years of periodic tenancies, and grants for fixed terms by tenants who held periodic tenancies, both valid, though the sub-tenancy might in either case be in existence when and until the mesne term came to an end.

The sub-tenant, who has, of course, a right to inspect the head lease before accepting the grant, has no remedy if the determination of his lessor's interest suddenly deprives him of shelter. In *Schwartz* v. *Locket* (1890), 61 L.T. 719, the plaintiff had held of the defendant from year to year (originally, she had taken an assignment of a short term); no notice to quit had been given, but when the defendant's long lease expired, the superior landlord evicted both. She sued her companion in distress for eviction; but the Divisional Court, dismissing her appeal from the Bloomsbury County Court, merely referred to "well-established law" and to "five or six cases" mentioned in a well-known text-book, and refused leave to appeal to the Court of Appeal.

Another possible effect of granting a periodic tenancy out of a fixed term was considered in *Freeman* v. *Jury* (1826), Mood. & M. 19. The plaintiffs held a lease commencing Christmas, 1825; at that date the defendant was sub-tenant, holding of a previous mesne tenant, from year to year. No notice to quit appears to have been given, but at Lady Day, 1826, the defendant handed the plaintiff a quarter's rent and left the premises. It was held that, in order to succeed in his claim for rent since accrued due, the plaintiff would have to establish a new tenancy in the usual way; and that the mere payment made was not sufficient evidence.

The position was somewhat different in *Peirse* v. *Sharr* (1828), 2 Man. & Ry. 418, an action for replevin. The defendant had originally held a fixed term and had granted the plaintiff a tenancy from year to year. The fixed term expired in January, 1826, no notice to quit having been given, but the defendant then took a grant of a monthly tenancy from the superior landlord. The distress complained of was for the Michaelmas rent of the same year. It was argued that the plaintiff had necessarily become a monthly tenant; but on an application for a new trial the court ruled that it must be left to the jury to say whether a new yearly tenancy had been created. The case is not entirely satisfactory, as one naturally feels inclined to ask whether the jury should say when the new yearly tenancy had commenced to run, and to what did the payments presumably made on Lady Day and Midsummer Day relate? The jury may, however, have considered that the new tenancy was from January till the anniversary of the old one, and then from year to year, the Lady Day rent being apportioned between the two odd periods divided by the expiration of the old head lease.

At all events, the case is an authority for the proposition that in law a tenant holding under a periodic tenancy can grant anything he likes if he can find a sub-tenant rash enough to accept it; and indeed, an older case, *Mackay* v. *Mackreth* (1785), 2 Chit. 461, concerned the letting by a tenant from year to year of premises for term of fourteen years, the sub-tenant having an option to determine at the seventh and at the eleventh year. And in *Pike* v. *Eyre* (1829), 4 Man. & Ry. K.B. 661, an action for trespass, the plaintiff alleged that he held the premises as a yearly tenant of a third party, a tenant of the defendant, but his pleading was silent as to the length of the mesne term; it was held that he was not bound to particularise, and it was pointed out that even if the mesne tenant had voluntarily surrendered during the currency of the sub-tenancy, the estate granted by him would continue. A tenant from year to year who grants a sub-tenancy from year to year has a reversion as long as both continue and is consequently entitled to levy distress for rent: *Collins* v. *Ozanne* (1847), 10 L.T. (o.s.) 207.

The helpless position of the sub-tenant whose interest unexpectedly ceases was mentioned at the commencement of this article. The implied covenant for title may give rise to an action for damages for breach of an agreement to grant a lease, but once a grant is accepted, the grantee is, of course, estopped. But an action can be brought by an intending tenant who has occupied if no lease has been executed, and he should sue for breach of the covenant and prove the "eviction" as special damage: *Stranks* v. *St. John* (1867), 16 L.T. (N.S.) 283.

GRAY'S INN.

The undermentioned scholarships have been awarded at Gray's Inn:—

Lord Justice Holker Scholarship (Bacon) of 1931 (£100 a year for three years), to Mr. Vivian Maynard Cecil Pennington, of Trinity College, Cambridge.

Lord Justice Holker Scholarship (Holt) of 1931 (£80 a year for three years), to Mr. Kenneth Robert Hope Johnston, B.A., of Sidney Sussex College, Cambridge.

Our County Court Letter.

THE SUPPLY OF MILK CHURNS.

THE trade custom with regard to the above was considered in the recent case of *Turner* v. *The English and Scottish Creameries Limited*, at Frome County Court, in which the claim was for £56 11s. 8d., being the difference between the contract price of milk and the amount actually realised. The plaintiff's case was that, in March, 1931, the defendants had offered to purchase his milk during April at 10d. a gallon, to which he had replied, "I will accept your price of 10d. per gallon delivered to Paddington for that month." The defendants contended, however, that these letters did not constitute a contract, as the plaintiff had added, "Kindly let me have a regular supply of churns, also what are your terms?" By reason of this introduction of fresh conditions, they had replied that they would have to withdraw their offer. The plaintiff's evidence was, however, that he had sold milk for fifteen years to wholesalers, and the custom was for them to supply churns and to pay fortnightly or monthly. Corroborative evidence was given by the local secretary of the National Farmers' Union (who was also the Milk Recorder under the Minister of Agriculture) to the effect that (*a*) churns were only supplied by farmers in isolated places, and never for sending milk to London; (*b*) the supply of churns by the buyer was not dependent upon the period over which the milk was to be taken; (*c*) it was customary to pay fortnightly or monthly and not weekly or quarterly. The defendants' case was that only big buyers supplied their own churns, and the custom did not apply to themselves, as appeared from the evidence of one of their suppliers. The latter stated that he had used twelve of his own churns, and was being paid weekly, and it was contended that the evidence for the plaintiff was only applicable to long-term contracts. His Honour Judge Gwynne James held that it was customary (except in isolated cases) for the buyer to supply churns, and on that point the plaintiff succeeded. There was, however, no general custom with regard to payment, and as no arrangement had been made (in response to the plaintiff's query) there was no concluded contract. Judgment was therefore given for the defendants, with costs.

CHOICE OF DISTRICTS FOR COUNTY COURT SUMMONSES.

THE need for circumspection in regard to the above was recently shown at Westminster County Court in *Marconiphone Company Limited* v. *Kinsella*, in which the claim was for £8 3s. 9d. in respect of unpaid instalments upon a wireless set. The evidence was that sales were arranged through dealers, whereupon the buyers entered into hire-purchase agreements with the plaintiffs, but the defence was that (1) the original set had been taken back by the dealers, who had replaced it with another; (2) this was also defective and had been returned. His Honour Judge Turner pointed out that there was an obligation to hire apparatus which was not originally the property of the plaintiffs, who subsequently disclaimed responsibility for any defects. A non-suit was accordingly entered (with two guineas costs to the defendant) the plaintiffs being at liberty to take fresh proceedings in Birmingham, where all the witnesses lived.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Mr. Baron Graham was born on the 14th October, 1744, and though he lived to be ninety, he never abandoned the fashions of his youth. In his later years, his tall, spare figure was one of the sights of Oxford Street, where he took a daily stroll, arrayed in an enormous wig stiffly curled, a three-cornered hat, knee breeches, buckled shoes, a coat of the fashion of sixty years earlier and at his throat a great bunch of frills—the whole man a very ghost of the mid-eighteenth century. With this attire went an antiquated and ceremonious politeness which he never laid aside, even when dealing with convicts in the dock. Nevertheless, his instinctive courtesy was no indication of lenity, for he sent more prisoners to the gallows than any other judge of his time.

PRACTICAL DEMONSTRATION.

A witness at Ealing Police Court recently caused some amusement when, in demonstrating how a certain blow was struck, he accidentally hit the defending solicitor on the jaw. The incident recalls the story of the persevering barrister who was cross-examining a witness in an assault case as to the force of the blow in question. "What kind of a blow was given?" he asked. "A blow of the common kind," was the reply. "Describe the blow." "I am not good at description." "Show me what kind of a blow it was." "I cannot." "You must." "I won't." Still counsel persisted, till at last the witness yielded. "Well then," he said, "since you compel me to show it, it was this kind of blow." So sudden and realistic was the demonstration that the persevering advocate was knocked completely off his feet, but he had asked for it.

PROFESSIONAL PRIDE.

The criminal classes appear to be developing a proper professional pride, if one may judge from two recent incidents at the Middlesex Sessions. One witness, who gave his address as Wormwood Scrubs, was asked by counsel whether he usually described himself as a thief when he tried to arrange a sale. To this he boldly answered, "Oh, no, I am usually on my dignity. I put on a fat cigar and an air of affluence." Shortly before, a prisoner indignantly protested when it was alleged that his bulging pockets had aroused the suspicions of the police. When Sir Montagu Sharpe inquired whether it mattered, he explained that he did not want to pass for the type of criminal who is careless. Formerly, the protests used to be all the other way. Once, when the late Mr. Justice Lawrance described a man as a professional burglar, he was interrupted from the dock. "'Ere," cried the prisoner, "I dunno wot yer mean by callin' me a professional burglar; I've only done it once before and I've been nabbed both times." "Oh, I did not mean to say," replied the judge, "that you were successful in your profession."

BY REQUEST.

A correspondent in Rhodesia has asked for an anecdote concerning Lord Truro, better known as Sir Thomas Wilde, C.J., the only quondam solicitor to reach the Woolsack. Unfortunately, however, that laborious lawyer had little humour and no folly. He was described as having enough industry to succeed without talent and enough talent to succeed without industry, and all his qualities were solid. Even at the Bar, he suffered from ill-health aggravated by over-work, while his short term as Chancellor drained his physical resources by reason of the unremitting labour which he devoted to the study of equity after a career given entirely to the common law. He suffered also from an impediment in his speech which prevented him from pronouncing certain words. These he was obliged to evade by compiling and memorising a list of synonyms. One laughable incident arose out of the case of *Attwood* v. *Small*, 6 Cl. & F. 232, in the House of Lords, which he argued wigless, by special permission, being ill at the time. He won and his grateful client presented him with a pair of carriage horses. Shortly afterwards, his servant informed him very sorrowfully one morning that Attwood was dead, at which Wilde was very painfully surprised, until it transpired that his coachman had named the two horses Small and Attwood, and it was one of these which had passed away.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Easement—Enjoyment by Consent in Writing.

Q. 2305. A and B, the lessees of premises held for the residue of a term originally of ninety-nine years, find that lamps have been erected on the adjoining premises of C and D, by C and D, which overhang the property of A and B. Will a letter from C and D offering to remove the lamps at any time on request by A and B bind C and D and their successors in title and prevent a prescriptive right arising, or is a formal agreement advisable? Should the letter, if it suffices, be stamped 6d.?

A. The projecting lamps are capable of becoming a legal easement or legal easements, and the only effective way of preventing such an easement maturing is by the owner of the servient tenement being in a position to show that the right was enjoyed by consent in writing: Prescription Act, 1832, s. 2. If A and B wrote a letter consenting to the projection until notice to remove was given by the owner or occupier for the time being of the property occupied by them immediately adjoining C and D's property, and C and D wrote to A and B acknowledging that the projection lamps were erected or continued in position by written consent of even date, this would be sufficient; no stamp required. It would be advisable for C and D to undertake to annex the consent to the document by which the property became vested in them, though this is not essential. It might, however, prevent a subsequent claim being wrongly made to an easement.

Mortgage of Reversionary Interest—Agreement under Hand for the Capitalisation of Interest.

Q. 2306. In 1922 A.B. gave a mortgage to C.D. on his reversionary interest under a will, and further charges thereon in 1923 and 1925. A.B. paid the interest up to October, 1925, and then agreed, by a written undertaking unstamped, in consideration of C.D. allowing the interest on the mortgage to remain in abeyance, for C.D. to capitalise such interest from each half-yearly date when the same became due until the said mortgage was redeemed. Will you please advise if the undertaking is sufficient to secure C.D. for compound interest on his mortgage, and how it may be affected by the statutory limitations, or if such undertaking accepted by C.D. prevents his realising his security.

A. We express the opinion that the agreement does no more than create a simple contract debt, and does not charge the mortgaged property with compound interest. From a practical point of view, however, the position of the mortgagee is not unsatisfactory. If the interest is in abeyance it is not presently payable, and it is suggested that the true construction of the agreement is that the mortgagee agrees on redemption to pay, in addition to the original principal and in lieu of simple interest, such a sum as is equal to the amount of the compounded interest. Time will, therefore, only begin to run against the mortgagee under the Statutes of Limitation as from redemption. It does not appear that there was any agreement as to the period for which the interest was to be in abeyance, though it might be suggested that by implication there was an agreement to permit it to remain in abeyance until redemption. As the date of redemption is uncertain and depends upon the caprice of the mortgagor, we do not think that the remedies of the mortgagee for the realisation of his security are in abeyance.

Goods covered by Bill of Sale unlawfully sold—Remedies of Grantee and Intermediate Purchasers.

Q. 2307. A, a second-hand furniture dealer, purchases from B various articles of furniture in B's private dwelling-house, B producing to A as evidence of ownership the receipts for the prices of such articles given to him when he bought them. A did not search the register for bills of sale, and it now transpires that at the time of A's purchase there was in existence a duly registered bill of sale in favour of C covering the articles in question and numerous other articles. C now claims from A the return of the goods or their value. B has committed suicide. Of the articles bought by A only one remains in his possession, the remainder having been sold by him bonâ fide in the ordinary course of business before hearing from C. The amount owing on the bill of sale considerably exceeds the price given by A for the goods. A made a profit on the articles re-sold by him. It is understood that of the other articles comprised in the bill of sale a few remain in B's house and the rest have been purchased by one or more other persons under circumstances similar to those under which A's purchase was made. (1) Can C, in addition to claiming the return of the articles still in A's possession, also claim against A the value of the articles sold by him? If so, what is the criterion of value? (2) Can C recover those articles in specie from the present possessors thereof? (3) Can C, if he chooses, claim against A as in (1) irrespective of the value of the articles still remaining in B's house and without claiming against any of the other persons who similarly purchased other articles from B, or s A entitled to contend that he should only bear a proportion iof the amount due to C on the bill of sale commensurate with the total value of the articles acquired by A as compared with the total value of the articles comprised in the bill of sale? (4) If A has to pay to C the full value of the articles acquired by him, can he claim contribution from other purchasers who have not been called upon to pay? (5) Are there any decided cases throwing any light on the above points?

A. Assuming the bill of sale was valid, the grantor could give no better title than he had, and the grantor can recover the goods from whomsoever has them (not being a purchaser in market overt) unless barred by the Statute of Limitations. See *Payne* v. *Fern* (1881), 6 Q.B.D. 620. The ordinary rule is that each purchaser who has bought and resold is also liable to an action for damages for conversion. C can therefore, if he likes, claim the specific article which A still has and damage for those sold. A cannot be heard to say that the articles sold by him were worth less than he sold them for, though it is open to C, if he can, to prove they were worth more. A purchaser warrants his title to goods sold: Sale of Goods Act, 1893, s. 12. If a purchaser from A is made to return goods bought or pay damages, he can recover from A. Although no authority can be quoted, it is not considered that A is entitled to take into account the other goods covered by the bill of sale, unless he pays the full amount due to C and takes an assignment, in which case he could recover from the buyers of other goods. He can, of course, for what it is worth, claim against B's estate, and B's personal representatives could bring in the grantor of the bill of sale as a third party.

The Law Society at Folkestone.

ANNUAL PROVINCIAL MEETING.

The Banquet.

Mr. Rutley Mowll presided at the banquet held on Tuesday evening in the Winter Garden at the Royal Pavilion Hotel. The distinguished guests included: Lord Russell of Killowen, Lord FitzWalter, The Hon. Mr. Justice Charles, His Hon. Judge Clements, The Hon. Mr. Justice Luxmoore, Sir R. Dibdin, Sir Roger Gregory, Sir Thomas Hughes, K.C., Sir R. A. McCall, K.C., Sir Charles H. Morton, Sir Reginald Poole, Sir John Prestige (High Sheriff of Kent), Sir William Rees-Davies, Sir Oswald Simpkin, R.A., K.C.B., C.B.E., Sir John Stewart-Wallace, C.B., Sir Robert Mills Welsford, Mr. Charles Doughty, K.C. (Recorder of Canterbury), His Honour Henry Terrell, K.C., Mr. C. E. Barry (Vice-President of The Law Society), Mr. R. J. Barwick (President, Dover Chamber of Commerce), Mr. N. P. Birley, D.S.O., Mr. T. H. Bischoff, Mr. A. H. Coley, Mr. Richard Farmer, Mr. W. W. Gibson, The Ven. E. H. Hardcastle (The Archdeacon of Canterbury), Mr. R. F. W. Holme, Mr. A. M. Ingledew, The Very Rev. Dr. Hewlett Johnson (Dean of Canterbury), Mr. W. S. Lee, Mr. H. Philip Martineau (President of The Law Society), Mr. A. J. Matthews, J.P., Lieut.-Col. S. T. Maynard, T.D., Mr. H. H. Scott, Mr. Charles Sheath, J.P., Mr. J. W. Stainer (The Worshipful Mayor of Folkestone), and Mr. Richard White.

It is the custom of The Law Society that its banquets are open only to men but, at the wish of the hosts, the ladies accompanying members were entertained at a separate dinner and joined the men in the Winter Garden to hear the speeches.

After the company had honoured the loyal toasts, Mr. C. E. Barry (Vice-President) proposed the toast.

Bench and Bar.

The merits of the English Bench and Bar were, he said, fully appreciated in other countries, but he could not say whether other countries understood the efforts of English lawyers to cut down the cost of litigation. The Bar spoke for itself (laughter), without fee or reward (renewed laughter); at any rate, they could not recover either, but somehow or other seemed to get them. He was glad, he said, to see that Lord Russell of Killowen had succeeded to one of the highest positions in the land, bearing the same title as his distinguished father, that great judge, great lawyer, and—what was most important to himself—great Irishman. He recalled that, when Mr. Swinfen Eady had taken silk, he had sent him a letter of congratulation in which he had said, "I trust that some day I shall see your name on the bottom of the writ." Mr. Swinfen Eady had replied, "You don't say which side of the writ!" The Bar and Bench, he concluded, were deeply enshrined in the respect and affection of the people, especially of those who won their cases.

Lord Russell of Killowen, replying, doubted whether, strictly speaking, he could claim to be a member of the Bench of England. Those who occupied the position which he did were neither fish, flesh, fowl nor good red herring. At the judges' banquet, when the toast of "The Judges of England" was proposed, he stood up and drank it. The holders of his office possessed no robes or other judicial adornments, and had no rooms at their disposal large enough to accommodate their legal libraries. Worst of all, they had no clerks to soothe their declining years. They did, however, at times exercise judicial functions. It sometimes occurred that they had to affirm the decisions of Mr. Justice Charles and Mr. Justice Luxmoore when, by some extraordinary freak of fortune, these gentlemen had been guided to follow the correct line. (Laughter.) When fortune betrayed them, he had to deal with them strictly upon their merits. He concluded, therefore, that he had some qualification for responding on behalf of the Bench.

Economy was, he said, in the air, and economy in litigation was much to the forefront. They all desired that the administration of justice should be made more speedy and less expensive, but a word of caution was necessary. Suggestions were sometimes made—not by The Law Society—that there should be some alteration or relaxation in the rules of evidence. It was impossible to find a cheap substitute for justice; justice was justice, and nothing else. It had no degrees, and if its quality were reduced it became injustice. It might well be that, if such a step were taken, the law would fix upon litigants liabilities which the facts of the case neither warranted nor justified; by means of a false economy, reformers would have produced a false imitation of justice.

The Perfect Judge.

Lord Russell, continuing, said that he had often been asked the most essential attribute of a member of the Bench. Was it knowledge of law? Was it patience? Was it a power of sifting truth from falsehood? Was it a power of applying accurately law to facts? These were admirable qualities and happy was the nation whose judges possessed them all, but the one attribute which he had valued above all others was a power in the judge who tried the case to send away the defeated litigant with a sense of satisfaction that his case had been heard and that his arguments had been appreciated. It was a tragedy that the unsuccessful litigant should leave the court smarting under a sense of injustice that his case had not been properly considered, and that he had been made the flint upon which to strike the feeble sparks of judicial humour. The late Mr. Justice North, a Chancery judge who was the embodiment of patience and accuracy, had—related Lord Russell—once delivered a closely reasoned and accurately argued judgment dismissing a plaintiff's action with costs. The plaintiff, on leaving court, had said to his solicitor, "I commenced these proceedings convinced that I was right, and determined, if necessary, to take the matter up to the highest tribunal, but that old gentleman up there has convinced me that I am wrong!" Lord Russell could imagine, he said, no higher tribute to a judge.

In conclusion, he related a story which provided an example for many subsequent speakers. A voluble Parliamentary candidate, he said, had made a long and wearisome speech, of which the end was not in sight. A questioner had interposed the inquiry, "Is the candidate in favour of early closing?" On his relying in the affirmative, the heckler had retorted, "Then why don't you shut up?" Lord Russell, too, was in favour of early closing! (Loud applause.)

Sir Thomas Hughes (chairman of the Bar Council), replying for the Bar, recounted that he had been called to the Bar in 1880, three years before the opening of the Law Courts, at which ceremony he had been one of the guard of honour. Like Lord Russell, he had been a pupil of Sir Matthew Ingle Joyce. Lord Selborne had been Lord Chancellor, and Sir Alexander Cockburn had been Lord Chief Justice. His memories were, he said, tinged with sadness at the thought of so many old friends who had passed away, but he was glad to see present that evening Sir Charles Morton, who had attended something like fifty of these meetings, and Mr. Parkstone, who came not far short of that record. During the thirty years that he had been a member of the Bar Council and the eleven that he had been chairman, the relations between the Council and The Law Society had steadily increased in cordiality, to the benefit of the profession and of the public.

Mr. Justice Charles then proposed the health of the Mayor and Corporation of Folkestone in one of his typical and incredibly amusing speeches, at which the laughter was almost continuous. The gathering was, he suggested, much blessed that night, for it had just heard the epoch-making performance of a King's counsel speaking for nothing—seldom seen, but once heard always to be remembered. They were now going to hear a still stranger performance: one of His Majesty's judges doing that which he had never in his life done before—proposing the toast of the Mayor and Corporation of this borough, or, indeed, of any borough. It was a difficult task, for a mayor and corporation had no soul, though taken separately he had no doubt that the Mayor was full of sole—at least, he had had some. In his youth he had always supposed that a corporation implied great bodily girth, but he had grown up to realise that some mayors (turning to Councillor Stainer) were not as fat as they might be expected to be—but just as good! He would have liked, he said, to be able to reply for the Bench, because he could then, for the first time in his existence, have told a lot of solicitors what he really thought of them. Before being raised to the Bench, if you praised them they said "Look at him, trying to cadge briefs!" If you said what you really thought of them, you never saw them again. He concluded with a tribute, in more serious vein, to the splendid work of the Mayor and Corporation in ordering the affairs of their borough so efficiently.

The Mayor, in reply, quietly exploded Mr. Justice Charles's pretence of knowing nothing about mayors. Mr. Justice Charles had, he said, occupied the post of mayor, and of a seaport in which conditions had possibly been similar to those of Folkestone. The judge had summed up the matter, and the gathering as jury had to give their verdict, but they had heard nothing about the misdemeanors and malpractices of the corporation; it was charged with all kinds of crimes: misprison, tort, non-complaisance, mis-complaisance, and even mal-complaisance. His audience, by passing the verdict which they had passed in drinking the toasts, had greatly helped the Mayor and Corporation when in the near future they should seek re-election.

Mr. Justice Luxmoore, in proposing the health of The Law Society, confessed that he was an understudy, and was speaking by reason of the fall of Eve—not the mother of all

men, but his learned brother. The Law Society, he said, had striven successfully for over one hundred years to raise the standard of its great profession which, together with the Bar, set an example of the world. Those who knew Mr. Martineau knew that he had been trained in a school which men of Kent and Kentish men knew was as good as any that existed—the first-class cricket field. He would play the game to the end.

The PRESIDENT of The Law Society, in reply, expressed his gratitude for the support which the Bench and Bar gave to The Law Society at its provincial meeting. He had rejoiced when the Society had been invited to Folkestone, because he cherished many happy memories of a boyhood spent in this part of the country, which had a charm all its own which, though indefinable, equalled anything that could be found in England. He recalled many days spent on the white cliffs of Dover, picnicing at Winchelsea just over the border, and rambling on the Romney Marshes with their flocks and herds and waving green corn. Continuing, he remarked that the work of The Law Society had increased three-fold in the twenty years during which he had known it, and that capable men were never lacking to give their time voluntarily to the arduous duties of the Council. He pleaded vigorously for a resolute attitude of optimism, and a revolt from the fear, anxiety and pessimism which created a kind of miasma hiding the good which lay all around. "Why," he asked, "should we allow that to be powerful which is only powerful in the degree in which we allow it to influence our lives?" He pointed to the record of the country in the war, and urged faith in the future. Quoting the words of Burke, he said that the future must depend not on laws and parchments but upon the indefinable things of the spirit: on loyalties, memories and affections which were English and which, he hoped, would never be entirely separate from the country which they all loved so well.

Mr. WALTER H. DAY (Vice-President of the Kent Law Society) proposed the health of the guests.

In response, Sir OSWALD SIMPKIN (The Public Trustee) took up the theme which Mr. Martineau had introduced. In this hour of inflation, he said—(laughter)—everybody was wondering what was going to happen to his business. Most of the Society were not like the fortunate or unfortunate servants of the State who had had 10 or 20 per cent. of their teeth out short and sharp, and who knew where they were for better or for worse—for worse, of course! He gave them two items of counsel. Firstly, he advised them, in the interests of their own practices and of the country, to do whatever they could to preserve their efficiency; secondly, he urged them to be very tactful in their charges. Money, he continued, was like the sun: we only missed it when we did not have it. Finally, he said, in these difficult times, when the whole social structure looked as if it might be broken down, let us try to set up such a standard of health to the community and to our distressed brethren and clients. Let us also, he exhorted, keep up the comradeship of laughter, and smile all the time if we could, even if we were having our teeth out; and to fight hard to preserve something of that splendid old standard of hospitality of which the Kent Law Society had provided such a good example that evening.

The Venerable THE ARCHDEACON OF CANTERBURY, also in reply, pointed out several features which the Church and the legal profession possessed in common. Both the lawyer and the clergyman were bound to be cognisant of the more sordid and sadder sides of human life, and this contact made lawyers as well as parsons human-hearted and sympathetic with the weaknesses of human nature. The profession of each class called them to help people out of their difficulties and try to make their lives brighter. The health of "the Chairman" was proposed by The Rt. Hon. The Lord FITZWALTER, who said that Mr. Mowll was a worthy son of his great father; anyone who was in a tight place could rely on their Chairman to get him out of it, and if any one of them knew of a hard case, Mr. Mowll was the man to go to. With his knowledge and his human heart, he made a very first-class member of his profession.

Mr. MOWLL, in reply, referred to Lord FitzWalter's ancestor who had been the first Baron to sign Magna Carta; his position as Commander of the Army had probably accounted for his precedence! Mr. Mowll read a letter from Mr. Justice Eve, expressing regret at being unable to attend the dinner as usual, and thanking the meeting in advance for the kind vote of condolence which it would no doubt extend to a grievously impoverished individual. The Chairman deprecated the praise which had been so lavishly bestowed upon him, and declared that the whole of the credit for the executive work was due to Mr. G. Probat Medlicott, the local Secretary of the Kent Law Society. After the toast had been received with musical honours, Mr. Medlicott made, at the unanimous demand of the company, a short speech of thanks.

Circuits of the Judges.

NOTICE.—Criminal Business will be taken at all the towns mentioned. Civil Business will only be taken at the towns printed in CAPITALS. All business must be ready to be taken on the first working day, unless a later date is given for Civil Business.

The following judges will remain in town:—Lord Chief Justice, Avory, J., Branson, J., Hawke, J., Humphreys, J., and Macnaghten, J.

AUTUMN ASSIZES, 1931.	S. EASTERN.	NORTH AND SOUTH WALES.	WESTERN.	NORTHERN.
Commission Days.	*Horridge, J.* (1) *Rowlatt, J.* (2)	*Wright, J.* (1) *Charles, J.* (2)	*Acton, J.* (1) *Charles, J.* (2)	*Talbot, J.* (2) *Finlay, J.* (1)
Monday Oct. 12	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 13	Cambridge	.. ..	.. ..	.. ..
Wednesday ,, 14	.. ..	.. ..	Devizes ..	.. ..
Thursday ,, 15	.. ..	.. ..	.. ..	.. ..
Friday ,, 16	.. ..	.. ..	.. ..	CARLISLE ..
Saturday ,, 17	Norwich ..	Carnarvon ..	.. ..	.. ..
Monday ,, 19	.. ..	.. ..	Dorchester ..	.. ..
Tuesday ,, 20	.. ..	.. ..	.. ..	Lancaster ..
Wednesday ,, 21	.. ..	Ruthin ..	.. ..	.. ..
Thursday ,, 22	.. ..	.. ..	.. ..	.. ..
Friday ,, 23	BURY ST. EDMUNDS	.. ..	Taunton ..	.. ..
Saturday ,, 24		CHESTER ..	.. ..	.. ..
Monday ,, 26	.. ..	.. ..	.. ..	LIVERPOOL (2)
Tuesday ,, 27	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 28	.. ..	.. ..	Bodmin ..	.. ..
Thursday ,, 29	Chelmsford	.. ..	.. ..	.. ..
Saturday ,, 31	.. ..	Carmarthen	.. ..	.. ..
Monday Nov. 2	.. ..	.. ..	EXETER ..	.. ..
Tuesday ,, 3	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 4	.. ..	.. ..	.. ..	.. ..
Thursday ,, 5	.. ..	Brecon ..	.. ..	.. ..
Friday ,, 6	.. ..	.. ..	.. ..	.. ..
Saturday ,, 7	.. ..	.. ..	.. ..	.. ..
Monday ,, 9	.. ..	CARDIFF (2)	.. ..	.. ..
Wednesday ,, 11	.. ..	.. ..	.. ..	.. ..
Thursday ,, 12	.. ..	.. ..	.. ..	.. ..
Monday ,, 16	.. ..	.. ..	.. ..	MANCHESTER (2)
Tuesday ,, 17	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 18	.. ..	.. ..	.. ..	.. ..
Thursday ,, 19	.. ..	.. ..	.. ..	.. ..
Friday ,, 20	.. ..	.. ..	.. ..	.. ..
Saturday ,, 21	.. ..	.. ..	.. ..	.. ..
Monday ,, 30	.. ..	.. ..	.. ..	.. ..
Tuesday Dec. 1	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 2	.. ..	.. ..	.. ..	.. ..

AUTUMN ASSIZES, 1931.	OXFORD.	MIDLAND.	N. EASTERN.
Commission Days.	*Swift, J.*	*MacKinnon, J.*	*McCardie, J.* (2) *Roche, J.* (1)
Monday Oct. 12	.. ..	Aylesbury ..	.. ..
Tuesday ,, 13	Reading ..	.. ..	.. ..
Wednesday ,, 14	.. ..	.. ..	.. ..
Thursday ,, 15	.. ..	Bedford ..	.. ..
Friday ,, 16	.. ..	.. ..	.. ..
Saturday ,, 17	Oxford ..	.. ..	.. ..
Monday ,, 19	.. ..	Northampton ..	.. ..
Tuesday ,, 20	.. ..	.. ..	.. ..
Wednesday ,, 21	.. ..	.. ..	.. ..
Thursday ,, 22	Worcester ..	LEICESTER ..	.. ..
Friday ,, 23	.. ..	.. ..	.. ..
Saturday ,, 24	.. ..	.. ..	.. ..
Monday ,, 26	GLOUCESTER	.. ..	.. ..
Tuesday ,, 27	.. ..	.. ..	.. ..
Wednesday ,, 28	.. ..	.. ..	.. ..
Thursday ,, 29	.. ..	.. ..	.. ..
Saturday ,, 31	.. ..	.. ..	.. ..
Monday Nov. 2	Monmouth ..	.. ..	.. ..
Tuesday ,, 3	.. ..	Lincoln ..	.. ..
Wednesday ,, 4	.. ..	.. ..	.. ..
Thursday ,, 5	Hereford ..	.. ..	.. ..
Friday ,, 6	.. ..	.. ..	.. ..
Saturday ,, 7	.. ..	.. ..	.. ..
Monday ,, 9	SHREWSBURY	NOTTINGHAM	.. ..
Wednesday ,, 11	.. ..	.. ..	.. ..
Thursday ,, 12	.. ..	.. ..	.. ..
Monday ,, 16	Stafford ..	Derby ..	.. ..
Tuesday ,, 17	.. ..	.. ..	.. ..
Wednesday ,, 18	.. ..	.. ..	.. ..
Thursday ,, 19	.. ..	.. ..	.. ..
Friday ,, 20	.. ..	.. ..	.. ..
Saturday ,, 21	.. ..	Warwick ..	.. ..
Monday ,, 30	..	BIRMINGHAM (2)	.. ..
Tuesday Dec. 1	.. ..	.. ..	.. ..
Wednesday ,, 2	.. ..	.. ..	.. ..

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness.
M'nd'y Oct. 12	Mr. Andrews	Mr. Blaker	Mr. Blaker	Mr. Hicks Beach
Tuesday .. 13	Jones	More	*Jones	Blaker
Wednesday 14	Ritchie	Hicks Beach	Hicks Beach	Jones
Thursday . 15	Blaker	Andrews	*Blaker	Hicks Beach
Friday 16	More	Jones	Jones	Blaker
Saturday .. 17	Hicks Beach	Ritchie	Hicks Beach	Jones

DATE	GROUP I. Mr. JUSTICE BENNETT. Witness. Part II.	Mr. JUSTICE CLAUSON. Non-Witness.	GROUP II. Mr. JUSTICE LUXMOORE. Witness. Part II.	Mr. JUSTICE FARWELL. Witness. Part I.
M'nd'y Oct. 12	Mr.*Jones	Mr. Ritchie	Mr.*More	Mr. Andrews
Tuesday .. 13	*Hicks Beach	Andrews	*Ritchie	More
Wednesday 14	*Blaker	More	*Andrews	*Ritchie
Thursday . 15	Jones	Ritchie	More	Andrews
Friday 16	*Hicks Beach	Andrews	Ritchie	*More
Saturday .. 17	Blaker	More	Andrews	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

MICHAELMAS SITTINGS, 1931.

COURT OF APPEAL.

APPEAL COURT No. 1.

Monday, 12th October—Exparte Applications (in Appeal Court II).
Tuesday, 13th October—Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and, if necessary, Chancery Final Appeals.
Chancery Final Appeals will be continued until further notice.

APPEAL COURT No. II.

Monday, 12th October—Exparte Applications.
Tuesday, 13th October — Original Motions, Interlocutory Appeals from the King's Bench Division, and, if necessary, King's Bench Final Appeals.
King's Bench Final Appeals will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP 1.—In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

Before Mr. Justice EVE.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays—Companies (Winding up) Business.
Tuesdays .....
Wednesdays .. } The Witness List.
Thursdays .... } Part I.
Fridays .....

Before Mr. Justice MAUGHAM.

(The Non-Witness List.)

Mondays .....Chamber Summonses.
Tuesdays .....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses.
Lancashire Business will be taken on Thursdays, the 15th and 29th October, 12th and 26th November, and 10th December.
Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice BENNETT.

(The Witness List. Part II.)

Mr. Justice BENNETT will sit daily for the disposal of the List of longer Witness Actions.

GROUP II.—In Causes and Matters assigned to Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

Before Mr. Justice CLAUSON.

(The Non-Witness List.)

Mondays .....Chamber Summonses.
Tuesdays .....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses.
Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice LUXMOORE.

(The Witness List. Part II.)

Mr. Justice LUXMOORE will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice FARWELL.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays .....Bankruptcy Business.
Tuesdays .....
Wednesdays .. } The Witness List.
Thursdays .... } Part I.
Fridays .....

Bankruptcy Judgment Summonses will be taken on Mondays, the 19th October, 9th and 30th November.

Bankruptcy Motions will be taken on Mondays, the 26th October, 16th November and 7th December.

A Divisional Court in Bankruptcy will sit on Mondays, 2nd and 23rd November and 14th December.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Monday, September 28th, 1931.

FROM THE CHANCERY DIVISION.

(Final List.)

Re Conyngham Mount Charles v Conyngham (fixed for Oct 27)
Samuelson v Producers' Distributing Co Ltd
Re Berger's Trust Deed Mallison v Berger
Re Empson Gadsden v Rackham
Waring v Foden
Waring v The Booth Crushed Gravel Co Ltd
De Tchihatchef v The Salerni Coupling Ltd
The Salerni Coupling Ltd v De Tchihatchef
Re May Eggar v May & ors
Stelos Re Knit Ltd v Ladda-Mend Co Ltd
Avery v Smethurst
Re Veale, dec Malone v James
Hartmann v Konig
Re Smith Public Trustee v Smith
Re Same Same v Same
Attorney-General v Weeks
Re Laing Gibbon v Gibbon
Port of London Authority v Canvey Island Commissioners
Re Bridgwater Schreiber v Kitcat
Re Fellows Fellows v Carre
Hartmann v Konig
Stradling v Higgins
Hood v Blake
Re Julyan Barclays Bank Ltd v Etherington
Re United Citizens Investment Trust Ltd Re Industrial & Provident Societies Act, 1893
Bartlett v Tottenham
Re Lopes Luttrell v Hanham

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Haussauer v Haussauer
Boldrini v Boldrini

FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re a Debtor (No. 638 of 1930) Expte The Debtor v The Petitioning Creditor & The Official Receiver
Re a Debtor (No. 530 of 1931) Expte The Debtor v The Petitioning Creditor & The Official Receiver
Re a Debtor (No. 779 of 1931) Expte The Debtor v The Petitioning Creditor & The Official Receiver
Re a Debtor (No. 495 of 1931) Expte The Debtor v The Petitioning Creditor & The Official Receiver

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Gillegham v Minister of Health
Pittevil & Co v The Brackelsberg Melting Processes Ltd
Adleman v Adleman
Divorce Grist v Grist
Divorce Arnholz v Arnholz
Divorce Boldrini v Boldrini

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

For Judgment.

Bottomley v Bannister

For Hearing.

Cookson v Harewood
Castle v Beveridge
Lazard Bros & Co v Banque Industrielle de Moscou and Lazard Brothers & Co v Midland Bank
Same v Same
Akzionernoje Obtschestwo Dlja Wneschnej i Wnutrennej Torgowli "Merkuriy" v The London Joint City and Midland Bank Ltd
Poett v Poett
China Navigation Co Ltd v Attorney-General
B S Lyle Ltd v Chappell
Administrator of Austrian Property v Russian Bank for Foreign Trade
International Brick Co Ltd v Falahee
Deutsche Bank und Disconto Gesellschaft v Banque des Marchands de Moscou (Koupelschesky)
Re The Arbitration Act, 1889 The Dawson Line Ltd v Aktiengesellschaft "Adler" fuer Chemische Industrie of Berlin
Montgomery v J Putney & Son
Sharman v Horne
Tart v G W Chitty & Co Ltd
Cerrito v Ripaults Ltd
Davidoff v Sattin
Ward v British Oak Insce Co
W J Haves & Sons Ltd v Gardner
Slingsby v District Bank Ltd
African Selection Trust Ltd v Came (s.o.g. Oct 13, 1930, restored to List July 29, 1931)
Re an Arbitration between Bailey-Neale and The Somerset Quarry Co Ltd
Re Same Same v Same
Re an Arbitration between The Marsden Urban District Council and Sharp
The Westralian Farmers Ltd v The King Line Ltd
Automotor Finance Ltd v Blue & White Star Transport Co Ltd
Holland (Portsmouth) Ltd v Arnett
Re Coletta and Re Licensing Acts, 1910 and 1921
Raymond v Wooten
Hamsterley Ganister Co Ltd v Brown
Re Agricultural Holdings Act, 1923 Barzey v David
Kay v Scott
McCarthy v Bolton Corpn
Re Railways Act, 1921 Re an Arbitration between Gristock and the Great Western Railway Company
Re Railways Act, 1921 Re an Arbitration between Dowling and the Great Western Railway Company
Eshelby v The Federated European Bank Ltd
Phillips v Della-Rocca
Re Housing Act, 1930 Fletcher v Ilkeston Corpn
Fodor v Burlington Films Ltd
Ellerbeck Collieries Ltd v Cornhill Insce Co Ltd
Re Agricultural Holdings Act, 1923 Ware v Davies
Edwards v James McLean Ltd
Vickers v The Lincolnshire Sugar Co Ltd
The National Provincial Bank Ltd v Mudd
Seiler v Jones
Pierpoint v The Ribble Motor Services Ltd
Westfal-Larsen & Co v Russo Norwegian Transport Co Ltd
Aktieselskabet Dampskibsselskabet Heimdal v James H Pullin & Co Ltd
Potts v Associated Ice and Dairies Ltd

FROM THE KING'S BENCH DIVISION.

(Revenue Paper—Final List.)

Brotex Cellulose Fibres Ltd v Commrs of Inland Revenue
Commrs of Inland Revenue v Sneath
Same v Wahl
Westminster Bank Ltd v Osler
Glanely v Wightman (Inspector of Taxes)
Sherwin v Barnes (Inspector of Taxes)
National Bank Ltd v Baker
Thompson (Inspector of Taxes) v The Trust & Loan Company of Canada

Hillerns & Fowler v Murray (Inspector of Taxes)
Attorney-General v Adamson

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

Re The Arbitration Act, 1889
Mercer v Reid
Bloom v Moncur
De la Poer v Lomax
Tannen v Baker

FROM THE ADMIRALTY DIVISION.

(Final List.)

With Nautical Assessors.

Lakewood—1930—Folio 369
Owners of Cargo on s.s. Deerhound v Owners of s.s. Lakewood

(Interlocutory List.)

Edison—1929—Folio 176
Owners of dredger on vessel Liesbosch v Owners of s.s. or vessel Edison

RE THE WORKMEN'S COMPENSATION ACTS.

(From County Courts.)

B Colley & Sons Ltd v Moone
Bacon v The Longrake Spar Co Ltd
Thornton v William Cochran-Carr Ltd
Evans v The Penmaenmaur & Welsh Granite Co Ltd
Bicknell v Chilton
Phillip v J R Munday Ltd
Dugdale v Johnson & Phillips Ltd
Bradshaw v Bickerstaffe Collieries

Standing in the "ABATED" List.

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

Morton v Morton (s.o. generally June 8)

FROM THE KING'S BENCH DIVISION.

(Revenue Paper—Final List.)

Young (Inspector of Taxes) v William Bernstein Ltd (in liquidation) (s.o. April 30)

(Interlocutory List.)

Selfridge Provincial Stores Ltd v Financial Telegraph and ors (s.o. pt hd, liberty to apply Nov 14 1930)

FROM THE PROBATE AND DIVORCE DIVISION.

Blake, F G v Blake, M T (Morris Co-Respondent) (stayed until payment of damages into Court) (Nov 13 1930)

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending October 4th, 1931.

APPEAL from County Court to be heard by a DIVISIONAL COURT sitting in Bankruptcy.

Re a Debtor (No 11 of 1931) Expte the Petitioning Creditors v The Debtor
Re James Burn Expte H T McClellan, A J Gray and E N de Vere Dawson v The Bankrupt

MOTIONS in BANKRUPTCY for hearing before the Judge.

Re Riddell, A H O Expte The Trustee v P C O Riddell, G de Bec Turtle, A B Riddell (femme sole), F E O Riddell (an infant) and R P F Riddell (married woman)
Re Gay, L Expte The Trustee v A A Bennett and G Tiard
Re Schultz, C M Expte The Trustee v Henry Highman
Re Schultz, C M Expte The Trustee v D E S Davis and Harris Davis (trading in partnership under the name of D & R Davis)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

For the purpose of securing the more speedy disposition of business and especially of the shorter Witness Actions, the Judges of the Chancery Division are divided into two groups of three each, and there are three lists, namely: The Non-Witness List, the Witness List Part I, into which the shorter Witness Actions will go, and the Witness List Part II, into which the longer Witness Actions will go.

GROUP I.—Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP II.—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

GROUP I.

Mr. Justice EVE will take Part I of the Witness List. Companies (Winding up) business will be taken on each Monday.

Mr. Justice MAUGHAM will take the Non-Witness business as set out in the Michaelmas Sittings Paper.

Mr. Justice BENNETT will take Part II of the Witness List.

GROUP II.

Mr. Justice CLAUSON will take the Non-Witness business as set out in the Michaelmas Sittings Paper.

Mr. Justice LUXMOORE will take Part II of the Witness List.

Mr. Justice FARWELL will take Part I of the Witness List. Bankruptcy business will be taken as announced in the Michaelmas Sittings Paper.

Set down to September 28th, 1931.

GROUP I.—In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP I.

Before Mr. Justice EVE.

For Judgment.

The Paterson Engineering Co Ltd v The Candy Filter Co Ltd

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Re Bennett Peckman v Bennett
George Hamlett & Sons Ltd v Delamere
Hickey v Hickey
Glazounow v The Gramophone Co Ltd
Burling v Mumford
Howell v Hulley
Paul v Calstock Rural District Council (fixed for Oct 13)
Weatherby & Sons v The Galopin Press Ltd
Godlewicz v Pearlberg
Foster v Woolwich Borough Council
Phonycord GmbH v Filmophone Flexible Records
Aidallbery v Jarvis
Davies v Verity
Peet v Davies
Ellis v John Stenning & Son Ltd
Bruton Club Ltd v Greenall
Hughes, Massie & Co v Brandon-Thomas
James v Thomas
Shephard v Hyldon
Re Jones O'Mahony v Pinder-Brown
Beaute Ltd v Metz
Coxe v Ward
Markham Main Colliery Ltd v Fitzwilliam
Wyatt v Smith (not before Hilary 1932)
Hawkes v Hawkes
Schoenfeld v Hurry
Murphy Carson Ltd v Fellows Manufacturing Co Ltd
Woods v Sorrell
Austin v Wilson
Re Evans' Trusts James v James
Whittall v Administrator of German Property (s.o. for Attorney-General)
Skinner v Auto-Scootercars Ltd Keliher v Same
Falconer v Stearn
Essery v Maelzer
Greening v Queen Anne's Bounty
Turner v Stenning
Chosidow v The Henry Trust Ltd
Re Kerby's Settlement Kerby v Lightly
British Blue Spot Co Ltd v North Western Electric Light Co Ltd
Brooks v Carrick
Townsend v Higinbotham
Bentall v Thomas
Publicity Campaigns Ltd v Fleetway Press (1930) Ltd
Bell v Clark
Re Maybury Maybury v Handley
Rosen v Western Australian Insce Co Ltd
Goodson Gramophone Record Co Ltd v Alfred Harris & Co Ltd
Steel v Harris
Satchell v Wilson-Rae (fixed for Oct 16)
Capps v Howard
Reeds v Davis
United Womens Homes Assoc Ltd v Marr
Haley v Barclay
Cross v Shippards Ltd
Simmons v Warwick
Scott v Austin
Sun Petroleum Co Ltd v Gibbs
Attorney-General v Smethwick Corpn
Re Kirk Edwards v Edwards
Re Crinks Lacey v Crinks
British Blue Spot Co Ltd v Eunice Radio and Gramo Co
Keeves v Stone
Thorpe v Atkin
Corfield v Frenkel
Same v Same
Willes v Barrett-Lennard
Williams v Gidea Park Ltd
Re Hicks Hicks v Westminster Bank Ltd
Re Richardson Richardson v Hardwick
Wollmann v The Lake Copper Proprietary Co Ltd
Thornett v Wheeler
Re Barber Barber v Morris
Re Whitcomb Syndicate Ltd Marryatt v The Company
Re Bromley Sawyer & Bromley
Sparling v Trist
Barker v The Aeolian Co Ltd
Bickerton v Collins
Walbrook Trust Ltd v Warwick
Gee v Harwood

Petitions.

Alliance Bank of Simla Ltd (to wind up—ordered on May 6 1924 to s.o. generally)
Robert Young's Construction Co Ltd (same—s.o. from Jan 20 1925—liberty to apply to restore)
H A P P Tanning Co Ltd (same—ordered on June 2 1926 to s.o. generally)
Dillwyn Colliery Co Ltd (same—ordered on Oct 15 1928 to s.o. generally—liberty to restore)
British Acetate Silk Corporation Ltd (same—s.o. from June 8 1931 to October 13 1931)
John Knill & Co Ltd (same—s.o. from July 27 1931 to October 13 1931)
H Jacobson & Company Ltd (same—s.o. from Sept 23 1931 to Oct 13 1931)
Alliance Artificial Silk Ltd (same—s.o. from July 27 1931 to Oct 19 1931)
Callen Bros & Co Ltd (same—s.o. from July 20 1931 to Oct 13 1931)
Dwa Plantations Ltd (same—s.o. from July 6 1931 to Jan 11 1932)
Audible Filmcraft Ltd (same—s.o. from July 27 1931 to Oct 13 1931)
Fretho Ltd (same—s.o. from July 27 1931 to Oct 13 1931)
Realty Trust Ltd (same—s.o. from July 6 1931 to Oct 13 1931)
Petroleum Refineries Ltd (same—Manchester District Registry—s.o. from July 27 1931 to Oct 13 1931)
Consolidated Property Trust Ltd (same—s.o. from July 27 1931 to Oct 13 1931)
A Kousnetzoff & Cie Successeur d'Alexis Goubkine (same—s.o. from July 27 1931 to Oct 13 1931)
West European Trust Ltd (same—s.o. from July 20 1931 to Oct 13 1931)
Hamley Brothers Ltd (same—s.o. from July 27 1931 to Oct 13 1931)
Barnett Shoe Co Ltd (same—s.o. from July 27 1931 to Oct 13 1931)
G Heath Ltd (same—s.o. from July 27 1931 to Oct 13 1931)
Eastward Coaches Ltd (to wind up)
Edibell Sound Film Apparatus Ltd (same)
Field, Mallett & Co Ltd (same) (Manchester District Registry)
Sugar Beet & Crop Driers Ltd (same)
Alexandustries Ltd (same)

R Becker & Co Ltd (same)
Irving's Sea-Vitoids Ltd (same)
British Netherlands Artificial Silk Co Ltd (same)
Wessex Auto Co Ltd (same)
Scottish Coal Products Ltd (same)
Associated Box Co Ltd (same)
Tramfloss Import Hosiery Ltd (same)
Philip Earle Ltd (same)
Emtee Case Co Ltd (same)
Gouldens Ltd (same)
Leather Trunks Ltd (same)
Housing Corporation of Great Britain Ltd (same)
E Davies (Arcades) Ltd (same)
Nautilus Steam Shipping Co Ltd (same)
Portable Electroplater Ltd (same)
Harrison Jehring & Co Ltd (same)
Weinstein & Co Ltd (same)
Cosmopolitan Artists' Club Ltd (same)
M Dyer & Co Ltd (same)
G Leyton & Co Ltd (same)
Main Lines Ltd (same)
W Thew & Sons Ltd (same)
Motor Necessities Ltd (same)
Splendide Gramophones Ltd (same)
Exchange (Blackburn) Ltd (same)
New Central Hall Blackburn Ltd (same)
Kingston Super Cinema Ltd (same)
Olympia (Blackburn) Ltd. (same)
E H Druce & Co Ltd (same)
Bayley Stamping Co Ltd (same)
Kingswood Trust Ltd (same)
Vanbergen Helme & Co Ltd (same)
Halcyon Wireless Co Ltd (same)
Motorists Home Service Association Ltd (same)
Bristol Empire Ltd (same)
Cairngorm Trust Ltd (same)
Locarno (London) Ltd (same)
Minster Steam Navigation Co Ltd (same)
Chilean Review Ltd (same)
Cockerel Cruisers Co Ltd (same)
Gwendolyne Ltd (same)
Triangle Motors Ltd (same)
John Forrester Ltd (same)
Arnold Williams & Co Ltd (same)
Sir John Payne Gallwey Bt & Partners Ltd (same)
Kingston & District Free Press Ltd. (same)
Magdalena Securities Ltd (same)
Sout Fire Appliances Ltd (same)
L & M Cinemas Ltd (same)
Alsa Craig Motor Co Ltd (same)
Flore Golard Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (to confirm reduction of capital—ordered on Dec 8 1930 to s.o.g.—liberty to restore)
United Motors Ltd (to confirm reduction of capital—s.o. from June 15 1931 to Oct 13 1931)
Ruths Steam Storage Ltd (to confirm reduction of capital)
Nevill Druce & Co Ltd (same)
Guests Trust Ltd (same)
Begbie Phillips & Hayley Ltd (same)
George Lillington & Co Ltd (same)
Daniel Garner Ltd (same)
Sungei Siput Rubber Plantations Ltd (same)
Corn Products Ltd (same)
Pearson Brothers Ltd (same)
George Lunt Sons & Co Ltd (same)
Selecta Gramophones Ltd (same)
British Lion Film Corporation Ltd (same)
Henzell Oil Co Ltd (same)
Thames Ballast (Shepperton) Ltd (same)
Bayleys Ltd (same)
Tarslag (1923) Ltd (same)
Blyth Regent Theatre & Cinema Ltd (same)
East Oxford Constitutional Hall Co Ltd (to confirm alteration of objects)
Edgar Allen & Co Ltd (same)
Slate Slab Products Ltd (to sanction Scheme of Arrangement—s.o. from July 27 1931 to Oct 13 1931)
E W Rudd Ltd (to confirm reorganisation of capital)
Colchester Brewing Co Ltd (see 155)
Queen's Club Garden Estates Ltd (same)
Western Mansions Ltd (same)
British Columbia Electric Railway Co Ltd (same)
Metallic Seamless Tube Co Ltd (same)
Chesterfield Tube Co Ltd (same)
British Italian Banking Corporation Ltd (same)
National Union Investment Co Ltd (to restore name to register)

Motions.

John Dawson & Co (Newcastle-on-Tyne) Ltd (s.o.g. by consent)
S Jacobs & Co Ltd (ordered on March 15 1921 to s.o.g.)
H C Motor Co Ltd (ordered on July 5 1921 to s.o.g.)
R Maurice & Co Ltd (ordered on April 5 1927 to s.o.g.)
Paul Cheyney Ltd (ordered on Oct 14 1930 to s.o.g.—liberty to restore)
Trent Mining Co Ltd (ordered on July 31 1931 to s.o.g.—liberty to restore—retained by Mr. Justice Maugham)
C B & M (Tailors) Ltd
M A Woolf & Co Ltd
Arthur Goldberg Ltd

Adjourned Summonses.

Vanden Plas (England) Ltd (with witnesses—parties to apply to fix day for hearing)
Fairbanks Gold Mining Co Ltd (ordered on July 26 1921 to s.o.g.)
Blisland (Cornwall) China Clay Co Ltd (ordered on Dec 16 1921 to s.o.g.)
French South African Development Co Ltd Partridge v French South African Development Co Ltd (ordered on April 2 1914 to s.o.g. pending trial of action in King's Bench Division)
Economic Building Corpn Ltd (with witnesses) (ordered on July 3 1923 to s.o.g.)
Economic Building Corpn Ltd (ordered on July 3 1923 to s.o.g.)
Atkey (London) Ltd (ordered on Jan 22 1924 to s.o.g.)
Direct Fish Supplies Ltd (ordered on Feb 3 1925 to s.o.g.)
Norman Wright & Barrett Ltd (appln of Founders Trust & Investment Co Ltd—ordered on March 18 1930 to s.o.g.—liberty to restore)
City Equitable Fire Insce Co Ltd (appln of Liverpool & London and Globe Insce CoLtd—ordered on April 8 1930 to s.o.g.—liberty to restore—retained by Mr Justice Maugham)
Linen & Artsilk Ltd (appln of W H Latchford—ordered on March 9 1931 to s.o.g.—liberty to apply to restore)
Queensland Printing Works Co Ltd (appln of R J Hucklesby—ordered on May 18 1931 to s.o.g.—liberty to apply to restore—retained by Mr Justice Bennett)
Quarterly Dividends Ltd (appln of Liquidator—ordered on July 29 1931 to s.o.g.—liberty to apply to restore)
Linen & Artsilk Ltd (appln of S C Gray—with witnesses)
Hopkinson (Middlesex) Ltd (appln of L J Mathias)
Charles R Campbell & Co Ltd (appln of C A Vandervell)
Aidall Ltd (appln of H M Attorney-General)
Joseph Forster Son & Co Ltd (appln of Liquidators—with witnesses)
Cambrian Wagon Co Ltd (appln of O Bond)
Allington Properties Ltd (appln of G A Lester—with witnesses)
Pantone Processes Ltd (appln of D D Milne and ors)
Apex (British) Artificial Silk Ltd (appln of L A Levy)
Buckingham Brick & Tile Co Ltd (appln of Liquidator)
Pre-tan Ltd (appln of C A Midgley)
L B C Trust Ltd (appln of A S V Llewellyn)
T N Barling & Co Ltd (appln of Liquidator—with witnesses)
City of London Insurance Co Ltd (appln of Liquidator)

Before Mr. Justice MAUGHAM.

Assigned Matter.

Price v Price

Short Causes.

Willies v Willies
Parry-Jones v Coulter
Re The Hundred of Manhood and Selsey Tramways Co Ltd
Stephens v The Company
Heron-Allen v The Company

Further Consideration.

Crowther v Smith

Adjourned Summonses.

Thomas Crow & Co Ltd v Crow. Catchpole & Co Ltd (restored)
Ward v Sommerville
Re "Sunnyfield" & Re Law of Property Act, 1925
Re Smith Smith v Smith Bros & Co Ltd
Re Williams Hews v Yorath
Re John Cooke Heynes v Cooke
Re Heathcote Jephson v Heathcote
Re Fey's Trust & Re Trustee Act, 1925
Re R J Moss Moss v Moss
Re Lambert Bisgood v Lambert
Re Gunnett Poulson v Gunnett
Re Harrison Public Trustee v Harrison
Re Ford Cattley v Molesworth St Aubyn
Re Molesworth's Settlement Cattley v Molesworth St Aubyn
Re Beale's Settlement Trusts Higgins v Beale
Re Evens Boulanger v Hall
Re Lys Lys v Hopkinson
Paddington Borough Council v Finucane
Re Cory Cory v Kinnaird
Re Grandfield Holt v Williams
Re Northesk's Settlement Northesk v Northesk
Re Scarisbrick's Settlement Smalley v Scarisbrick
Re Waller Fane v Boughton Leigh
Re Drake's Settled Estate & Re Settled Land Act, 1925
Re Cooke Lloyd v Durnford
Re Peet Peet v Peet
Re Cockin Chilcott v Cornew
Re Donn Donn v Donn
Re Neville Neville v Neville
Re Lloyd Public Trustee v Lloyd
Re Barker Graham v Gillatt
Re Arbuthnot Arbuthnot v Arbuthnot
Re Docwra Goad v Barrow
Re Palmer Palmer v Palmer
Re Page Brinkley v Hodgson
Re Miller Yool v Taylor
Re Smith Scott v Edridge
Re Same Same v Same
Re Davies' Will Trusts Bevan v Williams
Re Icke Midland Bank Executor & Trustee Co Ltd v Icke
Re Croft's Will Trusts Public Trustee v Thesiger
Re Lowe Sismey v Lowe
Re Trade Mark, No. 437,870, registered in name of John Sinclair Ltd & Re Trade Mark Acts, 1905 to 1919
Re Thomson's Settlement Stephens v Spalding
Re Haley Haley v Haley
Re Morton Coley v Bateson
Re Tarpey & Re Guardianship of Infants Acts, 1886 and 1925
Re Scott Gunter v Scott
Re Argenti Sechiari v Osman
Re Barkworth Barkworth v Barkworth
Re Stephens Stephens v Chamberlain
Re Martin Griffiths v Hamlett
Re Smith-Milnes' Settled Estates Craven v Prosser
Re Myers' Will Trusts Myers v Myers
Re Buzzacott's Settlement Buzzacott v Buzzacott
Re Same Same v Same
Re Same Same v Same
Re Haskelite Manufacturing Corporation's Trade Mark & Re Trade Marks Acts, 1905 to 1919
Re Parr's Settlement Turner v Turner
Re Walker Plant v Walker
Re Peace Burton v Illsley
Re Barkworth's Settlement Barkworth v Barkworth
Re Janson Barkworth v Barkworth
Re Borough Court Estate Re Harris St. John's Will Settlement Re Settled Land Act, 1925
Re Plaistowe Plaistowe v Plaistowe
Re McLaughlin Rashley v Lewis
Re Cohen Westminster Bank Ltd v Mendes
Re Gray's Trusts Public Trustee v Gray
Re Hall, Lewis & Co Second Mercantile Trust v The Company
Re Constad Thomas v Knight
Re Murray's Settlement Brewster v Denman
Re Phillips Public Trustee v Meyer
Re Lord Hereford's Settled Estates Hereford v Devereux
Re Schiff Westminster Bank Ltd v Alexander
Veale v Merrett

Re Burchell Public Trustee v Sansum
Altrincham Urban District Council v O'Brien
Re Bateman Foster v Bateman
Re Molesworth Congleton v Molesworth
Re Taylor Marshall v Marshall
Re Josland Eve v Eve

Before Mr. Justice BENNETT.

Witness List. Part II.

Gliksten v J Gliksten & Son Ltd
Latter v Buckland
Submarine Signal Co v Henry Hughes & Son Ltd
Re Burnards (Established 1899) Ltd Burnard v The Company
Burnards Dairy Equipment Ltd v Burnard
Valcarenghi Ltd v The Gramophone Co Ltd
Marshall, Sons & Co Ltd v Modern Concrete Development Co Ltd
Morton v Morton
Royal Arsenal Co-operative Society Ltd v Bater (not before Oct 31)
Amery-Parkes v Dakin
Heyder v Hopkinson
Tucker v Scorer
British Oxygen Co Ltd v Gesellschaft Fur Industriegasverwertung m.b.H.
Re The Westminster Road Construction and Engineering Co Ltd & Re Companies Act, 1929
Press Caps Ltd v Robinson
McGaw v General Lying-in Hospital
Ellis v Somech (fixed for Nov 23)
Lynam v Lynam
Medcalf v Janson
Cotterell v Walters & Blake Ltd
Edwards v Bluston
Powers Cinephone Equipment (Parent) Syndicate Ltd v Audible Filmcraft Ltd
Re Thrupp Clark v Geard
Ridsdale v Robson
F V Eberhardt & Co Ltd v Diamantidi
Aspden v Roberts
United Indigo Chemical Co Ltd v Robinson
Wood v Mills
Siemens & Halske A. G. v Standard Telephones and Cables Ltd
Morris & Jones Ltd v Harman
J B Brooks & Co Ltd v Brookes' Manufacturing Co Ltd
Same v Same
Waugh v Carlton
Lock v Dobbs
A E Martin & Co Ltd v Preutz
Re Thompson Thompson v Thompson
Haysom v Stirling, Bonding Co Ltd
Burgin v Green Line Coaches Ltd
Mimbela v Anglo-South American Bank Ltd
Re Mellor Alvarez v Dodgson
Hole v Crossman
Edwards v Hannay
W B Fordham & Sons Ltd v Chipstead Trust Ltd
W S Cowell Ltd v Limmer & Pipe Ltd
Vestey v Legal & General Assurance Society Ltd
W H Midwood v Beck
Heaton v Catherwood
Re Application No. 505,709 by Harold William Peters, Re Trade Mark Acts, 1905-1919

GROUP II.—In Causes and Matters assigned to Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

GROUP II.

Before Mr. Justice CLAUSON.

Assigned Matter.

Re Glover's Application, Re Law of Property Act, 1925

Further Consideration.

Re Douglas Hill v Douglas

Adjourned Summonses.

Re Albion Steam Coal Co Ltd Callaghan v The Company
Re Croxall's Conveyance Aulton v Smethurst
Re Corse Nicholls v Clark
Re King Surrey v King
Re Randle's Will Trusts Randle v Randle
Re Pickering Coleman v Pickering
Re Pickering's Settled Chattels Pickering v Coleman
Re Beyfus' Contract & Re Law of Property Act, 1925
Re Iball Iball v Plowman
Re Shephard Robeson v Vine
Re Becks Becks v Hole
Re Wallace Public Trustee v Wallace
Re Hadden Public Trustee v More
Re Freehold Premises Carreg Fawr Parry v Jones
Re Stokes Stokes v Stokes
Re Courage's Marriage Settlement Trusts Courage v Gunning
Re Arbitration Act, 1889 Rigden v Urwick
Re Barlow, Barker & Co., Solicitors and Re taxation of costs
Re Frodsham Rose v Briggs
Re Weston Perry v Weston
Re Clover Midland Bank Executor & Trustee Co Ltd v. Clover
Re Allott Hanmer v Allott
Re Jones Williams v Jones
Re Same Same v Same
Re Boringer Meara v King Edward's Hospital Fund
Re Bartlet Bartlet v Bartlet
Re Lockwood Lockwood v Hayes

Before Mr. Justice LUXMOORE.

For Judgment.

(For Mr. Justice BENNETT.)

Witness List. Part II.

The British Hartford-Fairmont Syndicate Ltd v Jackson Bros (Knottingley) Ltd.

For Hearing.

Assigned Matters.

Re Letters Patent, No. 300,893 granted to Societe Anonyme D'Ougree-Marihaye and Re Patents and Designs Acts, 1907–1919
Re Tobacco Stemming Machine Co's Patent and Re Patents and Designs Acts, 1907–1919 (pt hd) (s.o. to Oct 21)

Retained Matters.

Further Consideration.

Re Rita Gammon v Rita (to be mentioned Oct 13)

Adjourned Summonses.

Re Rita's Will Trusts Gammon v Rita (to be mentioned Oct 13)
Re Jenkins Biggs v Jenkins (In Court as Chambers)
Re Taylor Barclays Bank Ltd v Levy (restored)

Witness List. Part II.

Attorney-General v Pratt
Re Dreschfield Dreschfield v Byng
Wright, Sutcliffe & Son v W & J Lawley Ltd
Re Wright, Sutcliffe & Sons Trade Mark and Re Trade Marks Acts, 1905 to 1919
Re Bunkall Bunkall v Flatt
Munro v Burley
Re Manor of Ealing Eden v Dalton
Vick v Amalgamated Fruiterers Ltd
Torquay Corporation v Mallock
Wells v Attache Case Manufacturing Co Ltd
Barton v Reed
Charity Lands Official Trustee v Tym
Pittevil & Co v Bracklesberg Melting Processes Ltd
Lane v Marshall Bennett Bros Ltd
Jarrett v Barfoot
Lewis v Edwards
Re Mintoft Mintoft v Chapman
Morgan v Minty
Jervis v Crossman
Buchan v Same
Butler v English Steel Corporation Ltd
G Matthews Ltd v Musgraves (Liverpool) Ltd
Re Hinchliff Bagnall v Hinchliff
Rolleston v Buchanan
Bleachers Association Ltd v Chapel-en-le-Frith Urban District Council
Ashby v Kettering North Park Working Men's Club

Before Mr. Justice FARWELL.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Hector Powe Ltd v Sykes
Bucklow v Chapman
Jamieson v Scottish Coal Products Ltd
Paul v Little
Bellerby v Kirkham
Keynes v Leslie & Co Ltd
Trueman v Trueman
Coles v Elliot
Felstead v Whiteman
Re De Gray Lewis v Fisher
Wood v Stoddarts Ltd
Pearson Page Ltd v Cooke Bros (B'ham) Ltd
Forbes v Forbes
Re Edwards Edwards v Edwards
Wildey v Cheeseman
Schwartz Trustee v Midland Bank Executor and Trustee Co Ltd
Adamson v Kenworthy
Talgath Brewery & Bottling Co Ltd v Morgan
Re Countess Beauchamp's Settlement Beauchamp v Stanton
Lloyd v Clarke
Re Picton Picton v Picton
Killen v Macmillan
Campbell v G Hopkins & Sons, Clerkenwell Ltd
The British Blue Spot Co Ltd v Jacques
Clegg v Coventry
Blumers Motors Ltd v Dunning

KING'S BENCH DIVISION.

CROWN PAPER.—For Argument.

In re a Solicitor
The King v P C Fletcher, Esq & ors (expte Witherick)
Twynham v Badcock
The King v Judge Lailey (expte Koffman)
The King v Licensing Jj for Southampton (expte Commissioners of Customs and Excise)
Reeve v Walker
The King v Sir A Spurgeon & ors Jj for Surrey (expte Rush)
Weeks & anr v Daln
Weeks v Same
Grant v Harriman
Exors of Thomas Long, dec v Corporation of Derby
Ladies Hosiery & Underwear Ltd v Assessment Committee for the West Middlesex Assessment Area
Snell v Champion
The King v A Whytt, Esq & ors (expte Minister of Pensions)
Mayor, etc of Ilford v Mallinson & ors
Trafalgar Advertising Co Ltd v Velt
British Non-Ferrous Metals Research Assoc v Mayor, &c of St Pancras
The King v Minister of Transport (expte Southend Express Carriers Ltd)
Pease v W J Simms Sons & Cooke Ltd
Same v Same
Milne v Ellis
Hampton v West Cannock Colliery Co Ltd & anr
Jamieson v Metropolitan & Provincial Cinematograph Theatres Ltd & anr
Bright v Ashfold
Ocean Accident & Guarantee Corp Ltd & anr v Cole

CIVIL PAPER.—For hearing.

Carsberg & anr v Inwards (Shoreditch County Court)
Same v Same (Same)
Johnston v Fur Fabric Co Ltd (George Johnston Ltd Garnishees)
Robinson v North Western Road Car Co Ltd (Manchester County Court)
Cobden Flour Mills Co Ltd v Chapman
Hicks & ors v Symons (Liskeard County Court)
McWade v Collins (Brentford County Court)
Smith v A Pannell Ltd (Lambeth County Court)
Clifford & ors v Morris (Gravesend County Court)
Upton v Bowen (Bowen & anr claimants)
Jones v Hughes (Port Talbot County Court)
John Barker & Co Ltd v Thompson (West London County Court)
Butler v M Duke & Sons Ltd (Bloomsbury County Court)
Maltz v Burn & anr (Clerkenwell County Court)
Same v Same (Same)
The Wallsend & Hebburn Coal Co Ltd v McCourt (South Shields & Jarrow County Court)
S Trenner & Son v Levine & Co (1927) (Taylors (Cash Chemists) London Ltd Garnishees, Levine Claimant)
W H Read & Co Ltd v Walter (Brentford County Court)
Amery Brothers v West (Greenwich County Court)
Erwood v Detex Ltd (Westminster County Court)
Mote v Bognor Regis U D C
Austin v Dalby (Romford and Ilford County Court)
L M Fischel & Co Ltd v K J Mulder & Co
Sachs v Smulian
Hampton & Sons Ltd v Hamilton (Westminster County Court)
Maltz v Burn and anr (Clerkenwell County Court)
Same v Same (Same)

Nuneaton Gas Co v Maclaurin Fuel O. l& Gas Co Ltd
Law v Malone (Lambeth County Court)
Pitt v Bromley (Marylebone County Court)
Cole v Horn (Bedford County Court)
Coventry Eagle Cycle & Motor Co Ltd v H Lawrence & Co Ltd (Coventry District Registry)
Smith v Metropolitan Properties Co Ltd (Westminster County Court)
Campion Bros v Cooper (Loughborough County Court)
Coles v The Platinum & Gold Concession of Columbia Ltd
Beebee & Co v Jonathan Turner's Successors (Walsall District Registrar)
Mullholland v A Shoot & Co (Clerkenwell County Court)
Norfolk v Solomons (Folkestone County Court)
Rock v Dudley (Luton County Court)
Bedford v Ellis (Shoreditch County Court)
Hare & anr v Croxen and Nottage (Bow County Court)
Swerk v Brown (Westminster County Court)
Goughs Garages Ltd & ors v Pugsley and ors (Bristol County Court)
Wirral Estates Ltd v Ferryman (Woolwich County Court)
Same v Parfett (Woolwich County Court)
Same v Shaw (Woolwich County Court)
Maple & Co Ltd v Leijonhufvud
Rayner & ors v Pilgrim Bros Ltd (Shoreditch County Court)
C M Christey Ltd and anr v Hasler (Westminster County Court)
Jones v The Amalgamated Anthracite Collieries Ltd (Llanelly County Court)
Victorian Wheatgrowers Corp Ltd v Atherinos
Ringer v Ruck and anr
The Owners of the s s Raffaello v J Aldier, Junior
Samuel v Glamorgan County Council (Bridgend County Court)
Newsham v Brown (Frank, intervener) (Middlesbrough County Court)

SPECIAL PAPER.

Weddell & anr v Road Transport &c Insce Co Ltd
T P Jordeson & Co Ltd v Stora Kopparbergs &c
Same v Same (motion)
Laverack & Goddard Ltd v Behrman
E A Ronaasen & Son v Arcos Ltd

APPEALS UNDER THE HOUSING ACTS, 1925 & 1930.

In re City of Liverpool (Circus Street No 1 Clearance Area) Order 1930
Same (Bennett Street Clearance Area) Order 1930
Same (Gerard Street No 1 Clearance Area) Order 1930
Same (Gerard Street No 2 Clearance Area) Order 1930
Same (Gerard Street No 3 Clearance Area) Order 1930
Same (Lionel Street Clearance Area) Order 1930
Same (Hunter Street No 1 Clearance Area) Order 1930
Same (Gerard Street No 4 Clearance Area) Order 1930
Same (Circus Street No 1 Clearance Area) Order 1930
Same (Clayton Street No 2 Clearance Area) Order 1930
Same (Christian Street Clearance Area) Order 1930

REVENUE PAPER—Cases Stated.

T Haythornthwaite & Sons Ltd and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
F Potter (H M Inspector of Taxes) and R E Eiloart
C Bushby & Sons and Commrs of Inland Revenue
Card Clothing & Belting Ltd and A E West (H M Inspector of Taxes)
Frodingham Ironstone Mines Ltd and N F Stewart (H M Inspector of Taxes)
International Combustion Ltd and The Commissioners of Inland Revenue
D H Currer-Briggs and Commissioners of Inland Revenue
Himley Estates Ltd and Humble Investments Ltd and Commrs of Inland Revenue
The Morgan Crucible Co Ltd and Commrs of Inland Revenue
A E Abrahams and H G Cook (H M Inspector of Taxes)
The Hon Gustavus Lascelles Hamilton-Russell and Arthur Rowe (H M Inspector of Taxes)
Mrs A B D Allfrey and Commrs of Inland Revenue
Worsley Brewery Co Ltd and Commrs of Inland Revenue
Wilfred Dawson and Commrs of Inland Revenue
The North East Coast Institution of Engineers & Shipbuilders (Inc) and Commrs of Inland Revenue

DEATH DUTIES—Showing Cause.

In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec

Societies.

Law Association.

The usual monthly meeting of the Directors was held at The Law Society's Hall on Thursday, 1st October, Mr. Frank S. Pritchard in the chair. The other Directors present were Mr. Guy H. Cholmeley, Mr. E. B. V. Christian, Mr. Douglas T. Garrett, Mr. G. H. Hugh Jones, Mr. P. E. Marshall, Mr. C. F. Pridham, Mr. W. Winterbotham, Mr. W. M. Woodhouse and the Secretary, Mr. E. E. Barron. The sum of £110 was voted in relief of the daughters of London solicitors, of whom one was aged seventy-nine. A new member was elected and other general business transacted.

University of London.

CENTENARY LECTURE AT KING'S COLLEGE.

A hundred years ago, on 1st November, 1831, Dr. J. J. Park, Professor of Law, delivered his inaugural lecture at King's College, London, in which he discussed the uses of an academic study of law, and since that date law has always formed one of the subjects offered by the College. This month the College is commemorating the centenary of this inaugural lecture and of law teaching within its walls.

The celebration will take the form of a Centenary Lecture, which will be delivered by Lord Atkin of Aberdovey, who has selected as his topic "Law as an Educational Subject." This choice will therefore form a link with the inaugural lecture which it commemorates. The lecture will be given at the College at 5.30 p.m. on Wednesday, 28th October, and will be open to the public. The chair will be taken by Lord Blanesburgh, Chairman of the Delegacy of King's College.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (20th September, 1931) 6%. Next London Stock Exchange Settlement Thursday, 22nd October, 1931.

	Middle Price 7 Oct. 1931.	Flat Interest Yield.			Approximate Yield with redemption		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	85	4	14	2	—		
Consols 2½%	55	4	10	11	—		
War Loan 5% 1929-47	97½	5	2	7	—		
War Loan 4½% 1925-45	95	4	14	9	5	0	0
Funding 4% Loan 1960-90	86	4	13	0	4	14	0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	89	4	9	11	4	13	3
Conversion 5% Loan 1944-64	100	5	0	0	5	0	0
Conversion 4½% Loan 1940-44	95	4	14	9	5	1	0
Conversion 3½% Loan 1961	74	4	14	7	—		
Local Loans 3% Stock 1912 or after	63	4	15	3	—		
Bank Stock	240	5	0	0	—		
India 4½% 1950-55	63½	7	1	9	7	13	6
India 3½%	47	7	8	11	—		
India 3%	42	7	2	10	—		
Sudan 4½% 1939-73	89½	5	0	7	5	2	3
Sudan 4% 1974	80½	4	19	5	5	2	7
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	79½xd	3	15	11	4	9	10
Colonial Securities.							
Canada 3% 1938	86½	3	9	4	5	6	9
Cape of Good Hope 4% 1916-36	92½	4	6	6	5	15	0
Cape of Good Hope 3½% 1929-49	81½	4	5	11	5	1	10
Ceylon 5% 1960-70	92½	5	8	1	5	9	0
*Commonwealth of Australia 5% 1945-75	65	7	13	10	7	6	3
Gold Coast 4½% 1956	90	5	0	0	5	4	6
Jamaica 4½% 1941-71	92½	4	17	4	4	19	0
Natal 4% 1937	92½	4	6	6	4	15	0
*New South Wales 4½% 1935-1945	51	8	16	6	9	11	6
*New South Wales 5% 1945-65	57	8	15	5	8	17	9
New Zealand 4½% 1945	83½	5	7	9	6	7	6
New Zealand 5% 1946	90½	5	10	6	6	0	0
Nigeria 5% 1950-60	97½	5	2	7	5	3	3
*Queensland 5% 1940-60	62	8	1	3	8	10	2
South Africa 5% 1945-75	97½	5	2	7	5	2	9
*South Australia 5% 1945-75	62	8	1	3	8	5	3
*Tasmania 5% 1945-75	65	7	13	10	7	16	6
*Victoria 5% 1945-75	62	8	1	3	8	5	0
*West Australia 5% 1945-75	65	7	13	10	7	17	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	63	4	14	6	—		
Birmingham 5% 1946-56	99½	5	0	6	5	1	3
Cardiff 5% 1945-65	97½	5	2	7	5	3	3
Croydon 3% 1940-60	67½	4	8	11	5	4	6
Hastings 5% 1947-67	95½	5	4	9	5	5	6
Hull 3½% 1925-55	82½	4	4	10	4	14	6
Liverpool 3½% Redeemable by agreement with holders or by purchase	70	5	0	0	—		
London City 2½% Consolidated Stock after 1920 at option of Corporation	50½	4	9	1	—		
London City 3% Consolidated Stock after 1920 at option of Corporation	61½	4	17	7	—		
Metropolitan Water Board 3% "A" 1963-2003	58½	5	2	7	—		
Do. do. 3% "B" 1934-2003	60½	4	19	2	—		
Middlesex C.C. 3½% 1927-47	85½	4	1	10	4	16	0
Newcastle 3½% Irredeemable	71	4	18	7	—		
Nottingham 3% Irredeemable	61xd	4	18	4	—		
Stockton 5% 1946-66	97½	5	2	7	5	3	3
Wolverhampton 5% 1946-56	97½	5	2	7	5	3	9
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	74½	5	7	5	—		
Gt. Western Railway 5% Rent Charge	90½	5	10	6	—		
Gt. Western Rly. 5% Preference	67½	7	8	2	—		
L. & N.E. Rly. 4% Debenture	66½	6	0	4	—		
L. & N.E. Rly. 4% 1st Guaranteed	59½	6	14	6	—		
L. & N.E. Rly. 4% 1st Preference	42⅝	9	17	6	—		
L. Mid. & Scot. Rly. 4% Debenture	70	5	14	4	—		
L. Mid. & Scot. Rly. 4% Guaranteed	61	6	11	2	—		
L.Mid. & Scot. Rly. 4% Preference	44	9	8	3	—		
Southern Railway 4% Debenture	70½	5	13	6	—		
Southern Railway 5% Guaranteed	86½	5	15	7	—		
Southern Railway 5% Preference	60½	8	5	3	—		

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

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A FIRM of London Solicitors have vacancy for a Junior Partner, not exceeding 35 years of age, with experience of Trust and Conveyancing business and undoubted capacity.—Write Box 625, Reynells', 44 Chancery-lane, W.C.2.

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SOLICITOR, admitted May, 1930, at present practising on own account, desires partnership in general practice. Experienced in litigation and general country practice; would undertake advocacy; capital available.—Box 848, Solicitors' Journal, 29, Breams-buildings, London, E.C.4.

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THE next-of-kin of JAMES JOSEPH AGLIETTA, who died on the 29th June, 1931, are requested to COMMUNICATE with Messrs. Batchelor, Foord and North, Solicitors, 2, Pancras-lane, London, E.C.4.

£5 5s. REWARD offered for the first-received INFORMATION of the PLACES and DATES of the MARRIAGES of JOHN and MARTHA CHENEY, or of WILLIAM and MARGARET CHENEY, which took place, about the years 1624-1626, probably in Berkshire or Wiltshire.—W. T. T. Elliott, 40, Westbourne Park-road, W.2.

WILL any Solicitor or other person who can give information with regard to a Will which may have been made by HAROLD FREDERICK MAPPIN late of Sheffield, communicate with Lewis & Lewis, of 10, 11 & 12, Ely-place, London, E.C.1.

WILL WILLIAM J. RITCHEY, or anyone knowing his whereabouts, please write to WALTER A. RITCHEY, care of Lee Davis, Caldwell, Ohio, U.S.A.?

IF CONSTANCE MILDRED LAWRENCE (widow) and Florence Ruth Goddard (wife of Walter Goddard), the children of William Halford, Merchant, who died a widower, on 21st July, 1915, at 4, Bishopsgate, London, aged 78, or their heirs and successors, will COMMUNICATE with the Acting Master of the Special Court of Swaziland, Mbabane, they will hear of something to their advantage.

ALEXANDER GEORGE MACKAY, otherwise ALASTAIR GEORGE MACKAY, son of Alexander Murdoch Mackay and Ann Mackay, née Pugh, who left England probably between 1895 and 1900, or any descendants or anyone having any KNOWLEDGE of his WHEREABOUTS is requested to COMMUNICATE with Messrs. Tamplin, Joseph, Ponsonby, Ryde & Flux, Solicitors, 45, Russell-square, London, W.C.1, England.

MRS. MAUD DRUMMOND, formerly of 6, Lincoln-street, Sloane-square, S.W.3, understood to have been a nurse at Hawick, N.B., during the war, or anyone knowing of her whereabouts, please write to J. C. and A. Steuart, W.S., 25, Rutland-street, Edinburgh.

RE FRED LESLIE BROWN, deceased, formerly of the Igna Engineering Co., Ltd., of Dudley, and who frequently resided at the Palace Hotel, London, and Yenton Hotel, Erdington, Birmingham.—Will anyone able to give INFORMATION concerning the ESTATE of the above please COMMUNICATE with Bailey, Cox & Co., 10a, Temple-row, Birmingham?

RE GORDON RUSSELL, Deceased.—Will any SOLICITOR or other person having KNOWLEDGE of any WILL made by the above-named deceased, late of "Goodtrees" Cowden, Kent, and 36, Sydney-street, Chelsea, S.W.3, who died on the 5th day of July, 1931, please COMMUNICATE with BARRY O'BRIEN & CO., Solicitors, of 32, Victoria-street, Westminster, S.W.1.

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